

RESOLUTION NO. 2014- 159

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR OF THE BOARD, OR DESIGNEE, TO EXECUTE A COUNTY DEED TO CONVEY THE TENNIS COURTS PROPERTY ON RED COX DRIVE TO THE CITY OF ST. AUGUSTINE AND ACCEPT THE TERMS OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE AND AUTHORIZE THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE SAID AMENDMENT.

RECITALS

WHEREAS, The City of St. Augustine voted in favor of accepting the tennis courts property at their February 24, 2014 meeting with the condition that the County will continue to maintain the property described in the County deed attached hereto as Exhibit "A," incorporated by reference and made a part hereof. On June 9, 2014 the City also approved additional language within the County deed regarding the maintenance and use of the tennis court property; and

WHEREAS, St. Johns County and the City of St. Augustine entered into an Interlocal Agreement adopted by Resolution 2012-171, attached hereto as Exhibit "B," incorporated by reference and made a part hereof, to address maintenance responsibilities of various recreational facilities located within the City limits; and

WHEREAS, The County wishes to clarify those responsibilities due to the change in ownership of the tennis courts located at the J. Edward "Red" Cox Recreational facility. The only change to the Interlocal Agreement in this Amendment, attached hereto as Exhibit "C," incorporated by reference and made a part hereof, states that the County shall continue to operate and maintain the City-owned tennis courts located on Red Cox Drive. The City of St. Augustine voted in favor of accepting all changes at their June 9, 2014 meeting.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

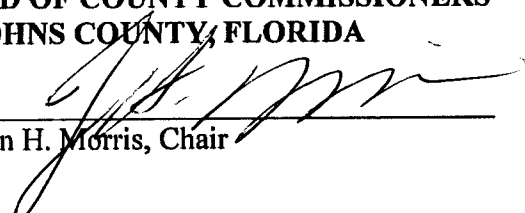
Section 2. The Board of County Commissioners hereby authorizes the Chair of the Board, or designee, to execute said County Deed and accepts the terms of the Amendment to Interlocal Agreement and authorizes the County Administrator, or designee, to execute said Amendment.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.


Section 4. The Clerk of the Courts is instructed to record the County Deed and original Amendment to Interlocal Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED, this 17th day of June, 2014.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 6/19/2014

Exhibit "A" to Resolution

This Instrument Prepared By:
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine, FL 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this ____ day of _____, 2014 by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation, whose address is P. O. Drawer 210, St. Augustine, Florida, 32085, hereinafter "Grantee". (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;
- d. Rights, if any, of the public in any portion of the premises, which may fall within any public

street, way or alley;

e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;

f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;

g. Easements and rights of way of record.

h. It is hereby agreed between the Grantor and Grantee that in the event the property and tennis courts herein conveyed are not maintained by the Grantor said property and tennis courts shall revert back to the Grantor at the Grantee's option.

i. The Grantee agrees that the tennis courts shall remain in operation for the public at all times and the property shall be for no other use. Should the property be put to any other use, it shall revert back to the Grantor at the Grantor's option.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

BY: _____
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by John H. Morris, Chair of the Board of County Commissioners of St. Johns County, Florida, who is personally known to me and who did not take an oath.

Notary Public State of Florida
My Commission Expires: _____

Exhibit "A" to County Deed

ST. AUGUSTINE LIGHTHOUSE TENNIS COURTS

A PART OF GOVERNMENT LOT 2, SECTION 21, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF COMMENCEMENT, START AT THE GENERAL LAND OFFICE MONUMENT AT THE CENTER OF SAID SECTION 21 (PER DESCRIPTION OF PARCEL "A" AS RECORDED IN OFFICIAL RECORDS BOOK 192 PAGE 24 OF THE PUBLIC RECORDS OF SAID COUNTY – NOT FIELD LOCATED OR VERIFIED); THENCE SOUTH 89°00' WEST A DISTANCE OF 405.3 FEET TO A GENERAL LAND OFFICE MONUMENT (PER SAME DESCRIPTION); THENCE NORTH 01°00' WEST A DISTANCE OF 230.3 FEET; THENCE NORTH 7°54' WEST 1191.8 FEET TO A COQUINA MONUMENT (PER SAME DESCRIPTION); THENCE NORTH 82°06' EAST, ALONG THE SOUTHERLY LINE OF AFOREMENTIONED PARCEL A, A DISTANCE OF 148 FEET; THENCE NORTH 8°27' WEST, ALONG THE EASTERLY LINE OF PARCEL A, A DISTANCE OF 526.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 8°27' WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 38.15 FEET; THENCE NORTH 24°45' WEST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 99.60 FEET; THENCE SOUTH 82°06' WEST, ALONG THE NORTHERLY LINE OF PARCEL A, A DISTANCE OF 113.71 FEET; THENCE SOUTH 07°54' EAST, ALONG THE WESTERLY LINE OF PARCEL A, A DISTANCE OF 49.44 FEET; THENCE SOUTH 25°37'32" EAST A DISTANCE OF 123.28 FEET; THENCE NORTH 64°31'03" EAST A DISTANCE OF 110.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES, MORE OR LESS.

RESOLUTION NO. 2012 - 171

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE CITY OF ST. AUGUSTINE, FLORIDA FOR OPERATION, MAINTENANCE AND USE OF CERTAIN PUBLIC RECREATIONAL FACILITIES; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, St. Johns County ("County"), a political subdivision of the State of Florida, and the City of St. Augustine ("City") desire to provide joint use of certain outdoor public recreational facilities and activities to more fully and efficiently meet the needs of local citizens; and

WHEREAS, jointly coordinating duties and responsibilities related to operation and maintenance of the facilities may reduce expenses by preventing duplicate efforts; and

WHEREAS, by entering into an interlocal agreement regarding such maintenance and operations, the County and City mutually seek to outline individual duties and responsibilities at each identified facility and to provide maximum public benefit and use; and

WHEREAS, upon execution by both parties, the proposed Interlocal Recreation Agreement (attached hereto and incorporated herein) shall supersede and cancel all previous agreements and/or understandings, written or oral, between the County and the City regarding operation, maintenance and use of the facilities identified in the Agreement; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed Interlocal Recreation Agreement (attached hereto, and incorporated herein); and

WHEREAS, entering into said Interlocal Recreation Agreement will serve a public purpose and the interests of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the Interlocal Recreation Agreement between the County and the City for operation, maintenance and use of certain public recreational facilities, and authorizes the County Administrator, or designee, to execute this Interlocal Recreation Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the board of County Commissioners.

Section 4. This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of June, 2012.

Attest:

ST. JOHNS COUNTY BOARD
OF COUNTY COMMISSIONERS

By: *Sam Halterman*
Deputy Clerk

By: *Mark Miner*
Mark Miner, Chair

RENDITION DATE 6/25/12



INTERLOCAL RECREATION AGREEMENT
Between St. Johns County and City of St. Augustine

This Agreement, by and between St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as "County" and City of St. Augustine, hereinafter referred to as "City".

WHEREAS, the City and County desire to coordinate the recreational facilities and activities of the City and County in order to prevent duplication and to provide more fully for the recreational needs of the citizens of our City and County at the least expense, and

WHEREAS, the City recognizes the existence of the St. Johns County Recreation Department as an entity within the jurisdiction of County government, and the experience, expertise, staff and abilities of that Recreation Department to manage and operate those recreational facilities, and

WHEREAS, the City is desirous of offering its active recreational facilities for maximum public use and benefit while retaining control of its neighborhood parks and other passive recreation areas, and

WHEREAS, the County is willing and able to undertake an expanded role in the operation and management of certain City owned facilities, and

WHEREAS, the City and County desire to delineate their respective obligations, duties and responsibilities concerning such a cooperative effort,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed that the referenced facilities shall be operated and managed as follows:

- (1) EDDIE VICKERS RECREATIONAL FACILITY – Consists of the Gallimore Community Center, swimming pool, Malcolm Jones ballfield, basketball

courts, free-standing restrooms, picnic areas, gazebo, walking trail, community garden, farmer's market and two coquina parking lots.

(a) City shall be responsible for the operation and maintenance of the Galimore Community Center, swimming pool, picnic areas, gazebo, walking trail, community garden, farmer's market and both coquina parking lots. Pool maintenance shall include filtration system replacement and interior surface rehabilitations.

(b) County shall be responsible for the operation and maintenance of the freestanding restrooms, ballfield and the basketball courts.

(c) City and County will each be responsible for all operating expenses, including utility bills incurred with their respective operations.

(d) City will maintain control of remaining undeveloped property.

(2) J. EDWARD "RED" COX RECREATIONAL FACILITY

(a) City will continue to operate and maintain the park, freestanding restrooms, boat ramp, pier and parking lots. Lessee control of the building shall remain with the City.

(b) County will operate and maintain the City-owned tennis courts in conjunction with their courts located on the West Side of Red Cox Drive.

(3) FRANCIS FIELD

(a) City will continue to operate and maintain Project Swing Facility and the Special Events Field.

(b) County will continue to operate and maintain the tennis courts.

(c) City will assume responsibility for the operation and maintenance of Francis Field as a neighborhood facility, and as such, will be available for use by Ketterlinus School as well as other non-organized uses.

(4) JOSEPH POMAR, JR. RECREATIONAL FACILITY

(a) County will operate and maintain ballfield (a.k.a. Joe James Field), restrooms/concession stand, multipurpose field and adjacent parking lot.

(b) City will operate and maintain waterfront gazebo, pier, boardwalk and associated parking lot.

(c) City will maintain control of remaining undeveloped property.

(5) MISCELLANEOUS MATTERS

(a) City will from time to time apply for appropriate grants to enhance those County-operated recreation facilities within the City limits as listed herein. Such applications will have County concurrence and, upon receipt and implementation, those improvements shall become the responsibility of County to operate and maintain for duration of this Agreement.

(b) Operation and maintenance responsibilities shall also include costs associated with personnel, utilities, expendable items, repairs, and appropriate insurances.

(c) County may make capital improvements or additions above and beyond those acquired through City grant efforts. Such improvements shall require City concurrence. Those improvements will be operated and maintained by the County.

(d) Capital improvements are customarily defined as an acquisition or improvement of an existing fixed asset such as land, building

infrastructure or equipment. Such improvements have a value of at least \$2,000.00 and have or extend service life beyond one year.

(e) Any capital improvements made during the Agreement become the property of City at end of this agreement unless otherwise agreed upon.

(f) Length of this Agreement shall be for an initial five (5) year period and will automatically renew for an additional five (5) years.

(g) Either party, based on written notice, to be effective on the last day of the month of September, may accomplish termination of this Agreement, provided that such written notice is serviced prior to the first of June of the year of the cancellation.

(h) Creation of user fees by County at any referenced site will require City concurrence.

(i) Any user fee collected by either party in its respective operations of a facility may be retained wholly by that party.

(j) Any initial costs associated with the separation of meters for billing purposes will be equally shared. If any such separations are deemed cost prohibitive, both parties will agree to an appropriate cost sharing of monthly bills.

THIS AGREEMENT supercedes all previous agreements, communications, representations or understandings, either written or verbal, between the parties concerning recreational facilities.

This Interlocal Agreement shall not become effective until filed with the Clerk of Courts of St. Johns County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the 25 day of June, 2012.

**BOARD OF COUNTY
COMMISSIONERS
St. Johns County, Florida**

ATTEST:
Cheryl Strickland, Deputy Clerk
for Cheryl Strickland, Clerk

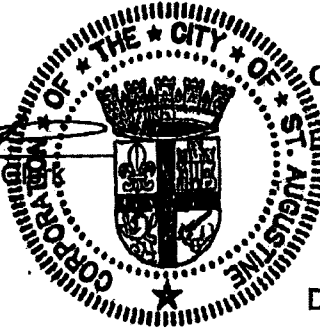
BY: Mark P. Miner
Mark P. Miner
Chairman

(SEAL)

DATE: 6/25/12



ATTEST:
Alison L. Ratkovic
Alison L. Ratkovic, City Clerk



CITY OF ST. AUGUSTINE
BY: Joe Boles, Jr.
Joe Boles, Jr.
Mayor/Commissioner

(SEAL)

DATE: June 23, 2012

EXHIBIT "C" TO RESOLUTION

AMENDMENT TO INTERLOCAL AGREEMENT

THIS AMENDMENT TO INTERLOCAL RECREATION AGREEMENT (Amendment) is made and entered into as of this _____ day of _____, 2014, between the **CITY OF ST. AUGUSTINE** (City) and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (County).

RECITALS:

A. Pursuant to Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), on June 25, 2012, the City and County entered into an Interlocal Recreation Agreement (the Interlocal Agreement), to jointly provide for certain recreational needs for the benefit of citizens of both the County and the City.

B. The City and County seek to amend the Interlocal Agreement to modify provisions related to the J. Edward "Red" Cox Recreational Facility.

C. The Interlocal Agreement and this Amendment are made pursuant to the provisions of the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein.

NOW, THEREFORE, in consideration of the foregoing, in the parties hereto agree as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the same definitions as set forth in the Interlocal Agreement.

2. Section 2(b) of the Interlocal Agreement is hereby amended and restated in its entirety as follows:

(b) County will operate and maintain the City-owned tennis courts located on Red Cox Drive.

3. Section 5 of the Interlocal Agreement is hereby amended to add the following subsections:

(k) All notices sent to the County under this Agreement shall be delivered to:

Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

(1) Venue for any legal or administrative action arising under this Agreement shall lie exclusively in St. Johns County, Florida.

4. Except as expressly modified by this Amendment, the Interlocal Agreement remains unchanged and in full force and effect.

5. Any sections of the Interlocal Agreement containing language inconsistent with this Amendment shall be deemed amended to reflect the intent of the parties as expressed herein. All other terms and conditions of said Interlocal Agreement shall remain in full force and effect.

6. In any part of this Amendment is declared void, unconstitutional, or invalid for any reason, such part shall be severable, and the remainder of the Interlocal Agreement and this Amendment not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
John H. Morris, Chairman

Date: _____

ATTEST

CITY OF ST. AUGUSTINE

By: _____
City Clerk

By: _____
Its Mayor/Commissioner

Date: _____