

RESOLUTION NO. 2018- 155

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT AGREEMENT WITH THE RESIDENT AND THE OWNER OF A MOBILE HOME LOCATED ON COUNTY PROPERTY AT TROUT CREEK PARK FOR SECURITY PURPOSES.

RECITALS

WHEREAS, the St. Johns County Parks and Recreation Department has allowed government employees to lease or locate mobile homes on County property for security purposes and to meet State management plan requirements; and

WHEREAS, a new resident, who is a St. Johns County School Board employee, and the mobile home owner, have executed a Contract Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to have the parks and County-owned property occupied for the safety of St. Johns County residents.

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 approves the terms of the Contract Agreement and authorizes the County Administrator, or designee, to execute the Contract Agreement on behalf of the County.

Section 3. To the extent that there are typographical 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 is instructed to record the Contract Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 19th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 6/22/18

By: Pam Halterman
Deputy Clerk

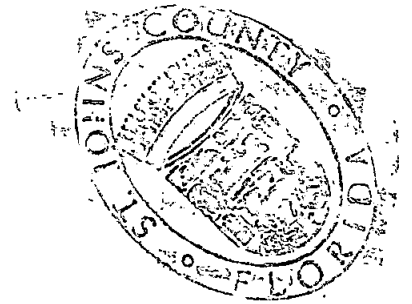


EXHIBIT "A" TO RESOLUTION

CONTRACT AGREEMENT

**Residency at a County Park or County Property by an
Individual with Responsibilities as Overseer Only**

This Contract Agreement ("Agreement") is made and entered this ____ day of June, 2018, by and between **St. Johns County** ("County"), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida, 32084, and **Robin (Shorty) Robbins** ("Resident"), an individual residing on County property located at Trout Creek Park, 6795 Collier Road, St. Augustine, Florida 32092, and **Elleness, LLP**, 4960 Vogel Road, St. Augustine, Florida 32092 ("Mobile Home Owner").

Provisions for Residency of Mobile Homes on St. Johns County Property:

RECITALS

WHEREAS, subject to the terms and conditions contained herein, Resident is provided a mobile home on County property located at Trout Creek Park, 6795 Collier Road, St. Augustine, Florida 32092 (Property); and

WHEREAS, the primary purpose of Resident's occupancy at the Property is to deter acts of vandalism and trespass. While in no manner is Resident responsible for insuring order at the Property, Resident is required to keep a watchful eye and to monitor conditions on or at the Property (including any amenities). Resident is required to immediately report by telephone any vandals, trespassers or other unlawful activity to the proper law enforcement agency without initiating contact with individuals involved; and

WHEREAS, Resident must be employed by and in good standing with the County at all times during the term of this Agreement, and shall provide proof of such employment. If Resident ceases for any reason, including (but not limited to) retirement, termination, resignation, or change of employment, this Agreement shall terminate as provided in Paragraph 4 below.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. By executing this Agreement, it is explicitly understood that occupancy at the Property by Resident and Mobile Home Owner is strictly for the benefit of the County in order to deter acts of vandalism, trespass or other unlawful activity. Nothing contained in this Agreement shall be construed as conveying or vesting any right to, or interest in, the Property to Resident or Mobile Home Owner.

2. Except as authorized by the County, neither Resident nor Mobile Home Owner shall rent or sublet any space at the Property. With the exception of immediate family members (spouse and dependent children), Resident shall not cause or allow any other individual to reside at the Property.

3. This Agreement shall be for an initial term of one (1) year commencing the first day of the first month following the date noted above. Subject to written approval by the County, the Agreement may be extended annually in successive one (1) year terms, subject to the same terms and conditions contained herein. It is expressly understood by each of the parties hereto that the option to renew this Agreement rests solely with the County. In the event that the County chooses not to exercise its option to renew this Agreement, the County shall provide Resident no less than sixty (60) days written notice prior to the expiration of the then current term.

4. Any party hereto may terminate this Agreement prior to the expiration of any then-current term by providing no less than sixty (60) days prior written notice to the other parties of the effective date of such termination.

5. The County shall provide to Resident water and sewer utilities at no cost to Resident for the duration of Resident's occupancy at the Property. The County shall further provide to Resident up to fifty dollars (\$50) per month on a reimbursement basis towards electric utilities. Resident shall not "tie-in" or connect any electric lines to the electric service poles at the Property. Resident shall be responsible for securing and maintaining any additional utilities.

6. Resident shall be responsible for up-keep of the grounds immediately surrounding the mobile home. Resident shall maintain such grounds in a clean and orderly fashion to maintain the overall attractive appearance of the Property. While the County shall be responsible for maintaining the remainder of the Property (i.e., restrooms, building maintenance, grounds keeping and all other entities of county facilities), Resident shall notify the St. Johns County Recreation and Parks Facility Manager at 904-209-0382 of any maintenance issues at the Property.

7. Resident shall be responsible for performing the tasks outlined in Exhibit "A", attached hereto, incorporated by reference and made a part hereof. Failure to perform such tasks shall constitute cause for termination of this Agreement prior to the expiration of any then-current term.

8. A. Resident, at his/her sole cost and expense, is responsible for securing and maintaining adequate insurance coverage in the types and amounts described herein. Policy limits for property damage and personal injury shall be maintained at a minimum \$100,000. Liability for animals, if retained on property, shall be maintained at minimum policy limits of \$25,000 by endorsement. Automobile liability insurance is required, in accordance with limits provided under the laws of the State of Florida.

B. All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken, and shall be subject to approval by the County. The County shall be added as an additional insured for all lines of coverage, and shall be provided written notification of any material change to or cancellation of coverage within 30 calendar days. A brief description of operations referencing the property location address and the name of the department responsible for the location shall be referenced on the documentation and provided to St. Johns County, Real Estate Division, 500 San Sebastian View, St. Augustine, Florida 32084.

C. It is expressly understood by the parties hereto that the County shall bear no responsibility for providing insurance coverage and/or personal property insurance coverage for either Resident or Mobile Home Owner. It is further expressly understood by the parties hereto that the County shall bear no liability for any loss of property (personal/real) belonging to either Resident or Mobile Home Owner or any of their family, invitees, or guests.

D. The County reserves the right to revise the insurance requirements contained herein. In such case, Resident and Mobile Home Owner shall be provided at least five (5) business days prior notice of any such revisions.

E. Upon request by the County, Resident shall provide proof of adequate insurance. For the duration of this Agreement, any failure by Resident to secure and/or maintain adequate insurance as provided in this section shall constitute cause for immediate termination of this Agreement, with no further action or notice required by the County.

9. To the extent permissible by law, Resident and Mobile Home Owner hereby agree to indemnify, defend and hold the County, its officers, employees and agents harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal/real) and bodily injury), costs (including attorneys' fees), suits, actions, administrative actions, arbitration or mediation originating from, associated with, or growing out of occupancy at the Property as described herein.

10. Resident shall not operate or maintain any business or conduct any commercial activity at the Property. Resident shall utilize the Property for placement of a mobile home for use as a single-family residence.

11. Neither Resident nor Mobile Home Owner shall add any fixtures, structures, outbuildings or construct any permanent improvements at the Property without prior written approval.

12. Within five (5) calendar days after expiration or early termination of this Agreement, Resident, at his/her sole cost and expense, shall remove all personal property from the Property.

13. Unless otherwise authorized by the County, within thirty (30) calendar day after expiration or early termination of this Agreement, Mobile Home Owner, at his/her sole cost and expense, shall remove the mobile home, together with any associated fixtures, structures, outbuildings or other improvements situated in or at the Property.

14. In light of the rationale for this Agreement, neither the Resident nor the Mobile Home Owner may assign, transfer, and/or sell any rights set forth herein without the express written approval of the County. Should either the Resident or the Mobile Home Owner assign, transfer, and/or sell any rights of this Agreement without such prior written approval of the County, then such action shall result in automatic termination of this Agreement without further notice or action required by the County.

15. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising from this Agreement shall be in St. Johns County, Florida.

16. Each of the parties hereto acknowledges that this Agreement constitutes the complete agreement and understanding of the parties. Further each of the parties hereto acknowledge that any change, amendment, modification, revision or extension of this Agreement shall be in writing and shall be executed by each party.

17. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year set forth above.

St. Johns County

Michael D. Wanchick
County Administrator

Approved as to form and legal sufficiency.

By: _____

ATTEST: Hunter S. Conrad

By: _____
Deputy Clerk

Resident

Robin S. Robbins
Signature
Print Name: Robin S. Robbins

Mobile Home Owner

Scott M. Yeoman
Signature
Print Name: SCOTT M. YEOMAN
Its: General Partner

Witnesses

Nancy M. Yeoman
Signature
Print Name: NANCY M. YEOMAN

Joe Gullette Jr.
Signature
Print Name: JOE GULLETTE JR.

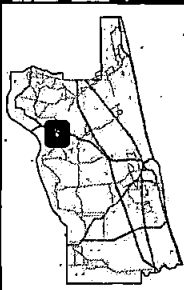
EXHIBIT A


The Resident shall:

- Tour the Property on a regular basis.
- Confirm the gates associated with the parks in the region are closed at dark including Alpine Groves Park and Beluthahatchhee Park. This activity should be performed no less than three (3) times per week and any incident where the gate has not been closed by one hour after dark should be reported to the St. Johns County Recreation and Parks Facility Manager at 904-209-0382.
- Maintain a positive relationship with the St. Johns County Council on Aging and Parks and Recreation staff who work at this site.
- Maintain a log which will be reviewed by Parks and Recreation staff on a periodic basis to confirm the conditions of the park, safety issues, and the status of the security gates. The log should contain the following information:
 - Date and time the park was patrolled and conditions at the time
 - Date, time and brief description of any maintenance issues that were reported to Parks and Recreation
 - Date, time and brief description of any safety issues that were reported to Parks and Recreation or the St. Johns County Sheriff's Office
 - Date and time the gates at Alpine Groves Park and Beluthahatchhee Park were inspected and their status at time of inspection
- Report any safety concerns or routine maintenance issues such as trash dumping, broken equipment, grass cutting, etc. that occur in the park during working hours (Monday - Friday, 8am - 5pm) to the St. Johns County Recreation and Parks Facility Manager at 904-209-0382.
- Report any suspicious person, activity, or situation in the park to the St. Johns County Sheriff's Office immediately by calling their non-emergency number at 904-824-8304 or 911 in the case of an emergency.
- Suspicious events to watch for and report:
 - Vandalism
 - Screaming, yelling, or fighting
 - Someone peering into parked cars
 - People loitering or in the park after hours
 - People sleeping in the park
 - The sound of breaking glass or any loud explosive noise
 - Dumping of trash, yard waste, or construction debris in the park



Trout Creek Park
6795 Collier Road




 2013 Aerial Imagery
 0 500 1,000
 Feet
 May 22, 2018

Trout Creek Park
Security Resident

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764
Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

