

RESOLUTION NO. 2022 - 22

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 purposed 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.

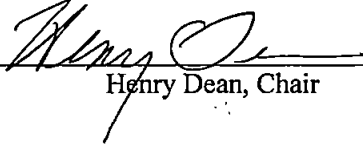
Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the board of County Commissioners.

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 18 day of January, 2022.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: _____


Henry Dean, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court
and Comptroller

By: _____


Deputy Clerk

RENDITION DATE 1/20/20



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 Galimore Community Center, swimming pool, Malcolm Jones ballfield, basketball

courts, including any amenities the county includes within the basketball court foot print, 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 basketball courts, including to any amenities the county includes within the basketball court foot print.

(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 with floating docks, 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 located on Red Cox Drive.

(3) FRANCIS FIELD

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

(b) County will continue to operate and maintain the tennis courts, and outdoor basketball 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 one 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.

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

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

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

THIS AGREEMENT supersedes 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 ____ day of _____, 2022.

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

BY: _____

Henry Dean, Chair

ATTEST:

Brandon J. Patty, St. Johns County Clerk
of the Circuit Court and Comptroller

(SEAL)

DATE: _____

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

BY: _____
Tracy Upchurch
Mayor

DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Office of County Attorney