

RESOLUTION NO. 2022 - 257

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE FRIENDS OF ALPINE GROVE (FAP) FOR AUTHORIZED SERVICES, SPECIAL EVENTS AND EDUCATIONAL PROGRAMMING FOR ALPINE GROVE PARK; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, as authorized by Section 125.01(1)(f), Florida Statutes, and St. Johns County Ordinance 2005-114, the County operates a Parks and Recreation Department (the Department) for the purpose of providing recreation opportunities to the citizens of St. Johns County; and

WHEREAS, the Department is responsible for the operation and maintenance of the County's park facilities; and

WHEREAS, Alpine Groves Park (the Park) is a County park operated and maintained by the Department; and

WHEREAS, FAP is a not-for-profit corporation incorporated under the laws of the state of Florida for the purpose of assisting the Department by fundraising for park improvements and restoration of the farmhouse and fruit packing shed; maintaining the butterfly gardens; providing special events, educational and historical programming; and

WHEREAS, the County desires to permit FAP to provide authorized services to the Park, provided that FAP's activities are conducted in compliance with all federal, state, and local laws and are in the best interests of the County; and

WHEREAS, special events and educational programming will be scheduled in advance with and approved by the Department.

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 July, 2022.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: *Henry Dean*
Henry Dean, Chair

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

By: *Pam Halterman*
Deputy Clerk

Rendition Date 7/21/22



AGREEMENT

This agreement is entered into this ___ day of _____, 2022, between St. Johns County (the County), a political subdivision of the state of Florida, and Friends of Alpine Park (FAP), a Florida not-for-profit corporation.

WHEREAS, as authorized by Section 125.01(1)(f), Florida Statutes, and St. Johns County Ordinance 2005-114, the County operates a Parks and Recreation Department (the Department) for the purpose of providing recreation opportunities to the citizens of St. Johns County; and

WHEREAS, the Department is responsible for the operation and maintenance of the County's park facilities; and

WHEREAS, Alpine Groves Park (the Park) is a County park operated and maintained by the Department; and

WHEREAS, FAP is a not-for-profit corporation incorporated under the laws of the state of Florida for the purpose of assisting the Department by fundraising for park improvements and restoration of the farmhouse and fruit packing shed; maintaining the butterfly gardens; providing special events, educational and historical programming; and

WHEREAS, the County desires to permit FAP to provide authorized services to the Park, provided that FAP's activities are conducted in compliance with all federal, state, and local laws and are in the best interests of the County; and

WHEREAS, special events and educational programming will be scheduled in advance with and approved by the Department.

NOW THEREFORE, in consideration of the terms set forth herein, and for other good and valuable consideration, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Effect of Recitals. The above recitals are adopted as findings of fact and incorporated herein.
2. Term. This Agreement shall take effect upon execution by both parties and shall continue until terminated as provided in Section 8 below.
3. Responsibilities of the County. Subject to the terms of this Agreement, the County shall support and assist FAP in its efforts to improve the facilities, programs, and services offered at the Park, as well as assist FAP with its efforts in maintenance activities and other improvement projects.
4. Responsibilities of FAP. Subject to the terms of this Agreement, FAP shall:
 - a. Support the mission of the County's Parks and Recreation Department;
 - b. Establish and maintain a collaborative relationship with the County with the goal of accomplishing fundraising projects and encouraging volunteer contributions;
 - c. Obtain and maintain all required qualifications to solicit and accept philanthropic contributions under applicable state and federal laws;

- d. Conform to standards of best practice and ethics common to all not-for-profit organizations, as well as applicable local, state, and federal laws and regulations;
- e. Ensure that its Articles of Incorporation and Bylaws are consistent with the terms of this Agreement.

5. Annual Plan.

- a. Prior to October 1 of each year, the County and FAP shall jointly develop a written plan (the Annual Plan) that (i) identifies projects and programs that the parties agree to undertake in a specific year; (ii) specifies the respective roles of the County and FAP in carrying out the projects and programs identified in the Annual Plan; (iii) describes the proposed expenditure of available funds held by FAP in connection with the projects and programs identified in the Annual Plan; (iv) identifies the County's intent, if any, to accept such funds to support the projects and programs identified in the Annual Plan; and (v) authorizes FAP to provide appropriate in-kind goods or services to support specific County projects or programs. Acceptance of the Annual Plan shall be subject to the approval, in its sole discretion, of the St. Johns County Board of County Commissioners (the Board). The parties may modify the Annual Plan, as appropriate, during the course of this Agreement through mutually executed amendments.
- b. The Annual Plan may authorize FAP to raise funds to support one or more of the projects or programs identified in the Annual Work Plan. When the Annual Plan is used to authorize fundraising, it shall include the following information for each project or program: (i) the fundraising goal; (ii) a description of how FAP will raise funds and review donors and donations; and (iii) a description of specific donor recognition that will be provided.
- c. FAP shall not solicit donations of money or in-kind services for the benefit of the County unless the project or program for which such donations are to be solicited is set forth in the Annual Plan. This provision shall not prevent FAP from fundraising for its general operations or mission.
- d. Performance of any project or program in the Annual Plan shall be contingent upon the appropriation of available funds for that purpose by the Board of County Commissioners. Nothing in this Agreement, or in the approval of the Annual Plan for any given year by the Board, shall obligate the Board to appropriate funds for any particular project or program.

6. Use of Park Facilities.

- a. FAP shall use the Park facilities at all times in conformance with the requirements of the Parks Ordinance for St. Johns County, Florida, as may be amended from time to time. In the event of any amendment or replacement of the Parks Ordinance, the most current version shall apply.

- b. FAP is not authorized to hold activities at the Park that would close the Park to normal visitation by members of the public during normal Park operating hours.
- c. When participating in official activities on County property, FAP volunteers shall wear appropriate identification.

7. Grant Proposals. FAP shall obtain written County approval prior to applying for grant funding in connection with its performance under this Agreement in order to ensure that the grant application and work funded by such grant is consistent with the County's goals and objectives, the Park's maintenance or facility needs, and to ensure that no restrictions are placed on County lands.

8. Acceptance of Donations. The acceptance of any gift or donation from FAP by the County shall be subject to approval by the Board of County Commissioners. When a gift or donation is part of a long-term significant capital project, a separate agreement shall be required to govern the terms of the gift or donation.

9. Termination.

- a. For Convenience. This Agreement may be terminated without cause upon either the County, or FAP providing at least thirty days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or FAP intends to terminate this Agreement thirty days from the date of notification (unless a date greater than thirty days is specified).
- b. For Cause. This Agreement may be terminated with cause, upon either the County or FAP providing at least fifteen days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.
- c. In the event FAP as a Florida not-for-profit corporation ceases to exist or dissolves, any remaining assets of FAP shall be used on projects at the Park approved by the County Administrator, or his designee. This provision shall be included in dissolution or merger documents or other appropriate legal documents.

10. Insurance. FAP shall provide insurance coverage in, at minimum, the amounts set forth in Exhibit A, the contents of which are incorporated into this Agreement.

11. Indemnification. FAP shall indemnify, defend, and hold the County harmless from all claims, actions, suits, charges, judgments, and costs (including attorney's fees and other costs associated with litigation, whether or not such costs are taxable as attorney's fees) associated with this Agreement. This provision relating to indemnification is separate and apart from, and is in no way limited by, any insurance provided by FAP, whether pursuant to this Agreement or otherwise.

12. Financial Matters.

- a. In General. FAP shall maintain proper accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (GAAP).
- b. Right of Inspection and Audit. As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, FAP authorizes the County to examine, review, inspect, or audit the books and records in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that FAP is under no duty to provide access to documentation not related to this Agreement that is otherwise protected by County, State, or Federal law.
- c. Annual Report. FAP shall provide to the County a complete and accurate Annual Financial Report, including a complete Internal Revenue Service Form 990 or 990-EZ with appropriate complete schedules attached at the end of its fiscal year each year that this Agreement is in effect.

13. Key Officials and Notices.

- a. Key Officials. Each party shall designate one or more key personnel to be responsible for coordination and communication between FAP and the County in connection with the activities to be performed pursuant to this Agreement (Key Official). Upon written notice to the other party, either party may designate an alternate to act in the place of the designated Key Official, or designate a new Key Official.

For the County:

Name: Ryan Kane

Title: Director Parks and Recreation

Address: 2175 Mizell Road
St. Augustine, FL 3208

Phone: 904-209-0324

E-mail: rkane@sjcfl.us

For FAP:

Name: Leslie Moss

Title: President

Address:

Phone: 904-524-9725

E-mail:

friendsofalpinepark@gmail.com

- b. Notices. Notices from one party to the other party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the parties.

14. Miscellaneous.

- a. Compliance with Applicable Laws. Both the County, and FAP shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the County, State, and Federal governments.
- b. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party.
- c. Disclaimers of County Endorsement. FAP shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the County endorses any business, brands, goods or services.
- d. County Logo. Pursuant to, and consistent with, County Ordinance 92-2, and County Administrative Policy 101.3, FAP may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board of County Commissioners.
- e. Merger. This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.
- f. Amendments. Both the County and FAP acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and FAP acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and FAP.
- g. Waiver. The failure of either party to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.
- h. Assignment. In light of the scope and rationale for this Agreement, neither the County, nor FAP may assign, transfer, or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County, or FAP, assign, transfer, and/or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the County, or

FAP, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

- i. Relationship of the Parties. FAP is, and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, official, or servant of the County. As such, neither FAP, nor any employees, agents, officials, servants, volunteers, or subcontractors of FAP are eligible for any benefits afforded employees, or officials of the County. FAP does not have the power or authority to bind (legally or equitably), in any manner whatsoever the County in any promise, agreement, or representation, other than as specifically provided for in this Agreement.
- j. Non-Exclusive Agreement. Nothing in this Agreement shall prevent the County from entering into an agreement relating to the same or similar subject matter as this Agreement with any other entity.
- k. No Third-Party Beneficiaries. Both the County and FAP explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
- l. Severability. If any portion of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable. The remaining portions of this Agreement, and all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.
- m. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
- n. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

ST. JOHNS COUNTY

Name

Date

Title

Legally Sufficient:

Deputy County Attorney

Attest: Brandon J. Patty, Clerk of Court

Deputy Clerk

FAP

Date

Name and Title

FAP

Date

Name and Title

EXHIBIT A

St. Johns County Administrative Code

Section: Administration	Date Issued: January 2006 Revised: December 2006
Title: County Facility Use Policy	Reference: SJC Ord. 99-50

110.1 Purpose

To establish procedure for documentation and approval of allowing use of certain County facilities to the public. This policy includes insurance requirements, as well as requests for permit for possession and consumption of alcoholic beverages on public property.

110.2 Scope

All St. Johns County employees under the direction of the County Administrator, or his designee, shall follow procedure for the Public's Rental/Use of any County owned facility.

110.3 Policy

If a member of the Public requests to reserve or rent a County facility that offers access he/she should contact the Department that oversees that facility. The requestor will be required to fill out forms including contact information and numbers attending. Approval from the Department Head will be required.

110.4 Alcohol on County Premises

Alcohol is only permitted in or on County premises with written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50 and with proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence which specifically includes St Johns County as an additional insured by policy endorsement. Liquor liability insurance is required of all applicants.

110.5 Requirements for Business/Corporation/For-Profit Organizations

The Business hereby states and affirms that insurance coverage required is in place at the time of this Agreement, and will remain so for the term of this rental agreement and that the business will not occupy the premises under this Agreement until it has obtained all insurance required under such laws. The business agrees to submit documentation of all insurance coverage to the County or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the Business of its liability and obligations under this rental agreement.

110.5.1 The business shall maintain, during the term of this rental agreement, commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the business and the County from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this rental agreement, whether such operations are by the business or by anyone directly employed by or contracting with the business.

110.5.2 The business shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the business from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the business or by anyone directly or indirectly employed by the business.

110.5.3 The business shall maintain, during the life of this rental agreement, adequate Workers Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law. If the business is not required to maintain Workers Compensation Insurance and Employers Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the County by the business insurance carrier.

110.5.4 All insurance, other than Workers Compensation, to be maintained by the business shall specifically include St Johns County as an Additional Insured, by policy endorsement, except as such coverage is specifically waived in writing by the County, and a Certificate of Insurance naming St Johns County, Risk Mgt. Dept., 4020 Lewis Speedway, St. Augustine, FL 32084, as Additional Insured must be provided to the County by the business insurance carrier.

110.5.5 The insurance requirement is deemed contractual, and the County shall not be deemed responsible to any third party for any failure of insurance coverage.