RESOLUTION 2005 - 350

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY, IN ORDER TO CO-LICENSE AND SHARE THE DISTRICT'S VHF RADIO FREQUENCY FOR USE IN THE EVENT OF A STRUCTURAL FIRE OR OTHER EMERGENCY SITUATION THAT ENDANGERS LIFE OR PROPERTY; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY; AND INSTRUCTING THE CLERK OF THE CIRCUIT COURT TO FILE THE INTERLOCAL AGREEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY

WHEREAS, Florida Statutes authorize governmental units to cooperate to provide services for mutual benefit; and

WHEREAS, it has been determined that the Anastasia Mosquito Control District (District) and St. Johns County (County) will mutually benefit by co-licensing and sharing the District's VHF radio frequency; and

WHEREAS, the parties desire to coordinate the mutual use of the frequency in the event of a structural fire or other emergency situation that endangers life or property; and

WHEREAS, the governing bodies of each jurisdiction recognize the benefits that may be afforded to the citizens by the Agreement; and

WHEREAS, the County has reviewed the terms, of the Interlocal Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting terms of the Interlocal Agreement, and executing said Interlocal Agreement will serve the interests of the County.

NOW, THEREFORE BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS.

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 Interlocal Agreement between St. Johns County, Florida, and the Anastasia Mosquito Control District, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Interlocal Agreement on behalf of the County.

Section 3. The Clerk of the Circuit Court is hereby instructed to file the Interlocal Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15th day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: Cheryl S. Black
Deputy Clerk

Effective Date: 11-15-05

RENDITION DATE 11/7/2005
INTERLOCAL AGREEMENT
BETWEEN
ST. JOHNS COUNTY
AND
ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between ST. JOHNS COUNTY (County), a political subdivision of the State of Florida, by and through its Board of County Commissioners (Board), whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095, and the ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY (District), an independent special district under the laws of the State of Florida, whose address is 500 Old Beach Road, St. Augustine, Florida 32080.

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorized governmental units to cooperate to provide services for mutual benefit; and

WHEREAS, the County desires the District to co-license and share the District's VHF radio frequency for use by Fire Rescue and Lifeguard Services; and

WHEREAS, the County and the District desire to coordinate the mutual use of the frequency in the event of a structural fire or other emergency situation that endangers life or property; and

WHEREAS, municipalities, constitutional offices and subdivisions of the State of Florida have authority to enter into Agreements and exercise jointly with any other public agency of the State any power, privilege or authority that they have in common and which each might exercise separately as provided in Section 163.01, Florida Statutes; and

WHEREAS, the governing bodies of each jurisdiction recognize the benefits that may be afforded to the citizens by the Agreement; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the County, and the District to enter into this Agreement.
Section 1. Effect of Recitals. The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. Severability. 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, or 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.

Section 3. Controlling Law/Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 4. Assignment/Transfer/Sale. In light of the scope and rationale for this Agreement, neither the County, nor the District, may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County, or the District, assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then such action on the part of either the County, or the District, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 5. Complete Expression of Agreement; Subsequent Amendment. Both the County, and the District, acknowledge that this Agreement constitutes the complete and understanding of both parties. Both the County, and the District, acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the District. It is expressly noted that any subsequent amendment to this Agreement shall be filed with both the Clerk of the Circuit Court of St. Johns County.

Section 6. Authority; General Responsibilities.

A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the County, or the District when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this Agreement.

B) This Agreement does not, and shall not be deemed to relieve either the County, or the District, of any of their respective obligations or responsibilities imposed upon them by law, except
to the extent of the actual and timely performance of those obligations or responsibilities by either the County, or the District, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

Section 7. Term of this Agreement. This Agreement shall remain in effect until termination at will by the County or the District. Notice of termination shall be in writing and shall be effective 180 days following delivery of the notice to the other party.

Section 8. Rights and Obligations of the County.

A) The County will make application to the Federal Communications Commission to co-license VHF frequency KCR886 for the shared use between the District and St. Johns County Fire Rescue.

B) The County will provide and maintain such equipment necessary to improve County-wide communications at no cost to the District.

C) The County shall retain ownership of all said communications equipment.

Section 9. Rights and Obligations of the District.

A) The District will make notification to the Federal Communications Commission concurring with proposed co-licensing and sharing of KCR886, licensed to District, for the purpose of improving communication at structural fires or other emergencies that endangers life or property.

Section 10. Notices. All notices and other correspondence to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

With a Copy To:

Fire Rescue Chief- St. Johns County Fire Rescue
4455 Avenue A
Suite 100
St. Augustine, Florida 32095
All Notices, and other correspondence to the District shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

Chair, Anastasia Mosquito Control District
500 Old Beach Road
St. Augustine, Florida 32080

With a Copy To:

Director—Anastasia Mosquito Control District
500 Old Beach Road
St. Augustine, Florida 32080

Section 11. Effective Date. The effective date of this Agreement will be the date that this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST: Cheryl Strickland, Clerk

Deputy Clerk, Board of County Commissioners of St. Johns County, Florida

(Seal)

ATTEST:

Anastasia Mosquito Control District of St. Johns County

Its Secretary

Its Chair

Date: ______________________

(Seal)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney
November 15, 2005

For: Federal Communications Commission

Re: St. Johns County Fire Rescue
4455 Avenue A – Suite 100
St. Augustine, FL 32095

ANASTASIA MOSQUITO CONTROL DISTRICT
KCR886

St. Johns County Fire Rescue is seeking approval to share the above referenced frequency for the purpose of improving Life Guard communications for life-saving and water safety activities along St. Johns County beaches or other emergencies that endangers life or property. The communications system currently in use does not allow complete coverage for the 42 miles of coastline covered by Fire Rescue’s Life Guard Division. This presents possible delays in emergency response when a life-saving/water safety event occurs in a dead coverage area under the existing Life Guard communications system.

Anastasia Mosquito Control District concurs with the proposed sharing and co-licensing of the repeated frequency licensed to Anastasia Mosquito Control District with St. Johns County Fire Rescue for the purpose of improving Life Guard life saving/water safety activities or other emergencies that endangers life or property.

The frequency to be co-licensed is:

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Call Sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>153.875</td>
<td>KCR886</td>
</tr>
<tr>
<td>158.745</td>
<td>KCR886</td>
</tr>
</tbody>
</table>

Endorsement:

We concur with the co-licensing and sharing of KCR886.

Anastasia Mosquito Control District
Authorized Signature

Printed Name & Title