

RESOLUTION NO. 2007- 372

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 ST. AUGUSTINE PORT WATERWAY AND BEACH DISTRICT CONCERNING A DONATION TO ST. JOHNS COUNTY FOR THE ARTIFICIAL REEF PROGRAM, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, both St. Johns County, Florida (County), and the St. Augustine Port Waterway and Beach District (Port) wish to enter into a Interlocal Agreement, in order to provide monetary assistance for the Artificial Reef Program; and

WHEREAS, the attached and incorporated Interlocal Agreement sets forth the relative rights, responsibilities, and obligations of both the County and Port, so that certain aspects of the Artificial Reef Program donation may be preliminarily addressed; and

WHEREAS, at the time that a Contract/Agreement is entered into between the County, and Port on other aspects related to the Artificial Reef; and

WHEREAS, it is in the collective best interests of both the County and Port, to have this Interlocal Agreement executed by 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 and conditions of an Interlocal Agreement between St. Johns County, Florida, and the St. Augustine Port Waterway and Beach District, concerning the donation of \$20,000.00 to the Artificial Reef Project SAJ-1998-1508 (IP-BAL), and authorizes the County Administrator to execute the Memorandum of Understanding on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 27th day of November, 2007.

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

Attest:

Pam Halterman
Deputy Clerk

By:

Burt Bell
Chair

RENDITION DATE 11/30/07

**INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF AN
ARTIFICIAL REEF**

This Interlocal Agreement is entered into between St. Johns County, Florida, (hereinafter referred to as "County"), and the St. Augustine Port, Waterway and Beach District, a special district organized under the laws of the State of Florida, (hereinafter referred to as "District")

WHEREAS, the "District" has indicated that it would be willing to donate up to \$20,000.00 (twenty thousand dollars), in order to defray the costs of construction and post deployment of St. Johns County Artificial Reef Site SAJ-1998-1508 (IP-BAL) (aka: The High School Reef); and

WHEREAS, the Board has determined that it is in the long-term interests of the County to accept the donation from the District with the conditions set forth in this Interlocal Agreement.

NOW THEREFORE, it is mutually understood by both the County, and the District as follows:

1. Effect of Recitals.

The above recitals are incorporated by reference into the body of this **Interlocal Agreement**, and such recitals are adopted as findings of fact.

2. Donation of Funds; Use of Funds; Return of Funds if Not Used.

No later than March, 2008, the **District** shall donate \$20,000.00 (twenty thousand dollars) to the **County**.

The express and designated purpose of the above-noted donated funds, is to assist the **County** in construction and post deployment of an Artificial Reef, which is permitted by the **County**.

Should construction and deployment of the Artificial Reef not be completed prior to March 1, 2008, then the **County** shall return the \$20,000 donation to the **District**.

Should either the **County** or the **District**, terminate this **Interlocal Agreement**, as noted elsewhere in this **Interlocal Agreement**, prior to completion of construction and deployment of the Artificial Reef, then the **County** shall return any unexpended funds to the **District** within sixty (60) days of termination of this **Interlocal Agreement**.

Should the **County** complete construction and deployment of the Artificial Reef for less than \$20,000, then the **County** shall return any unexpended funds to the **District** within sixty (60) days of completion of construction and deployment of the Artificial Reef.

3. Public Purpose.

The **Board** recognizes that by entering into this **Interlocal Agreement** with the **District**, a public purpose is served, and the interests of both the **County**, and the **District**, are served in the following way:

a. the **County** will be able to foster a co-operative spirit with the **District**, so as to enhance the recreational fishing and diving experience available at an Artificial Reef

4. Termination.

This **Interlocal Agreement** may be terminated only in the case of criminal conduct on the part of either the **County**, or the **District**. In such case, as noted elsewhere in this **Interlocal Agreement**, to the extent that there are unexpended funds, such funds shall be returned to the **District** within sixty (60) days of termination of this **Interlocal Agreement**.

5. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this **Interlocal 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, section, or the proscribed application thereof, shall be severable, and remaining portions of the **Interlocal Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

6. Notices.

To the extent that notices are required under this **Interlocal Agreement** shall be in writing and served upon the **County** shall be registered or certified mail, return receipt requested, addressed to the Director of Parks and Recreation, or designee, 2175 Mizell Road, St. Augustine, Florida 32080.

To the extent that notices are required under this Interlocal Agreement shall be in writing and served upon the **District** shall be registered or certified mail, return receipt requested, addressed to Chairman St. Augustine Port Waterway and Beach District, P.O. Box 4512, St. Augustine, Florida 32085-4512.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ST. JOHNS COUNTY, FLORIDA

By: _____
County Administrator

Date: _____

ATTEST: CHERYL STRICKLAND

By: _____
Deputy Clerk

**ST. AUGUSTINE PORT, WATERWAY
& BEACH DISTRICT**

By: _____
Gerald D. Dixon, Chairman

Date: 11/7/07

ATTEST:

Printed Name: Richard D Bell
Title: Sec/Treas

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Richard D. Bell
COUNTY ATTORNEY

ATTORNEY FOR DISTRICT