

RESOLUTION NO. 2007-58

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 TOWN OF HASTINGS, FLORIDA, FOR A HAZARD MITIGATION GRANT PROGRAM PROJECT TO RETROFIT THE HASTINGS COMMUNITY BUILDING / SPECIAL NEEDS SHELTER IN HASTINGS, FLORIDA, AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County) currently has an Agreement with the Town of Hastings, Florida (Town), for a hazard mitigation grant program project to retrofit the Hastings Community Building / special needs shelter in Hastings, Florida;

WHEREAS, the Agreement between the County, and the Town establishes the rights, duties, and responsibilities of both the County and the Town with respect to the retrofit of the Hastings Community Building / special needs shelter; and

WHEREAS, the Agreement between the County, and the Town includes details on the retrofit of the Hastings Community Building / special needs shelter; and

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

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve 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 Agreement for retrofit of the Hastings

Community Building / special needs shelter between St. Johns County, Florida, and the Town of Hastings, Florida, and authorizes the County Administrator to execute the Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of February, 2007.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Sam Halterman
Deputy Clerk

By:

Ben Rich
Ben Rich, Chairman

RENDITION DATE 2/22/07

**INTERLOCAL AGREEMENT
FOR A HAZARD MITIGATION GRANT PROGRAM PROJECT TO RETROFIT
THE HASTINGS COMMUNITY BUILDING / SPECIAL NEEDS SHELTER
LOCATED AT 6195 SOUTH MAIN STREET, HASTINGS, FLORIDA,**

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 32084, and the **Town of Hastings, Florida (Town)**, a municipal corporation of the State of Florida, whose address is 6195 South Main Street, Suite A, Hastings, Florida 32145.

RECITALS

WHEREAS, the **Town** has received a Federally funded grant from the Hazard Mitigation Grant Program (HMGP) for fifty three thousand, seven hundred ninety-four (\$53,794) to retrofit the Hastings Community Center, a County Special Needs Shelter; and

WHEREAS, the grant requires a match of seventeen thousand, nine hundred thirty-one dollars (\$17,931.00); and

WHEREAS, the **County** desires to assist **County** residents by executing a new Interlocal Agreement with the **Town** in order to accomplish the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter that serves a public purpose; and

WHEREAS, the **County** has agreed to pay the **Town** seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) as a match to a grant that the **Town** received from the HMGP; and

WHEREAS, this **Agreement** establishes that the **County's** seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) contribution will be in the form of cash; and

WHEREAS, this **Agreement** establishes the terms, provisions, conditions, requirements, and obligations of both the **County**, and **Town**, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, the **Board** has determined that this **Agreement** will serve the needs and interests of the **County**; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the **County**, and the **Town** 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 **Town**, 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 **Town**, 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 **Town**, 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 **Town**, acknowledge that this **Agreement** constitutes the complete and understanding of both parties. Both the **County**, and the **Town**, 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 **Town**. 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, and with the Clerk for the Town of Hastings.

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 **Town** 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 **Town**, 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 **Town**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

Section 7. Term of this Agreement. Unless sooner terminated as provided herein, this **Agreement** shall commence as of the effective date of this **Agreement**, and shall continue thereafter until, and through, September 30, 2007. This **Agreement** may be terminated at an earlier date, if the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter is not completed, prior to September 30, 2007, and the **County**, and the **Town**, have mutually agreed that the project obligations have been met.

Section 8. Rights and Obligations of the County.

- A) Commencing on the effective date of the **Agreement**, the **County Emergency Management Department**, shall have the right to review all design drawings, State DEP Permit Applications and bid documents that will be developed by the **Town**, in order to facilitate the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter. In the event that that **County** does not respond with comments within five (5) working days of receipt of such design drawings, permit applications, and bid documents from the **Town**, then the **County** waives any objections.
- B) The County shall pay seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) of the reasonable costs to purchase and install polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter. The **County's** payments shall be made from General Fund funds and/or funding sources approved under this **Agreement**.

Section 9. Rights and Obligations of the Town.

- A) The **Town** will apply for any required permits. The **Town** shall allow the **County Emergency Management Department**, upon reasonable notice to the **Town**, to monitor all work performed by the **Town**, or its contractors, to ensure conformance with the design specifications, providing such review does not cause the **Town** delays in construction schedules. The **Town** will cause the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter, to be completed in a workmanlike manner in accordance with the design drawings.

- B) The **Town** will submit to the **County** for re-imbursement of allowable costs, based upon a **County-approved** schedule of values.
- C) The **Town Manager** will handle the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter project, advertised for bids, enter into the Construction Contract with the lowest qualified bidder, provided inspection services, and administered the Contract for purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter project, all in accordance with applicable federal, state, and local laws. This project will be re-imbursed at seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) of the reasonable cost to the **County** as reviewed and approved by the **County**, but in no event shall the **County** payment exceed seventeen thousand, nine hundred thirty-one dollars (\$17,931.00).
- D) The **Town** shall give advanced written notice to the **County**, on any issue that will cause a delay, or cause the construction schedule to change, or change the completion date. The payment of seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) will be paid to the **Town** by September 30, 2007.
- E) The **Town** shall pay the Contractor, and the **County** will pay a lump-sum of seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) to the **Town**. Upon **County** request the **Town** will make available any design and or purchasing documents. Each such update shall have an accompanying certificate by the **Town** that details the design, construction work, and construction materials that are being paid by the **County** and certifies that such work has been accomplished, and the materials have been delivered. Additionally, each such update shall include documentation satisfactory to the **County** that establishes that the **County's** portion is for reimbursement of reasonable costs actually incurred by the **Town** for the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter project. Each update from the **Town** must show total costs incurred to date. The **Town** shall pay cost overruns, if any, unless approved in advance by the **County**. The **County** shall re-imburse seventeen thousand, nine hundred thirty-one dollars (\$17,931.00) of the invoice, but in no event shall the **County** be requested to pay more than seventeen thousand, nine hundred thirty-one dollars (\$17,931.00). If the purchase and installation of polycarbon panels on all windows and doors at the Hastings Community Center, a County Special Needs Shelter project, is not completed, and in operation, by September 30, 2007, then the **County** has the right to seek a re-imbursement

of any un-used portion of the seventeen thousand, nine hundred thirty-one dollars (\$17,931.00).

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 32084

With a Copy To:

Director—County Emergency Management Department
4455 Avenue A
Suite 102
St. Augustine Beach, Florida 32095

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

Town Manager
6195 S. Main Street
Suite A
Hastings, Florida 32145

Section 11. Effective Date. The effective date of this **Agreement** will be the later of the two following dates—either January 9, 2007, or the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST: Cheryl Strickland, Clerk

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

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

By: _____
Ben Rich, Chair

Date: _____

(SEAL)

ATTEST:

**TOWN OF HASTINGS,
FLORIDA (a municipal
corporation)**

Town Clerk

Mayor

Date: _____

(SEAL)

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

County Attorney

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

Town Attorney