

RESOLUTION 2009 - 210

**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, (COUNTY) AND THE ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT (DISTRICT), IN ORDER TO OBTAIN EQUIPMENT PURCHASED BY THE DISTRICT FOR THE BENEFIT OF THE PUBLIC; AUTHORIZING THE CHAIR 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**, the County desires to accept two (2) Marine Rescue Vessels purchased by the District for use by St. Johns County Fire Rescue/Marine Rescue Services; 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 the terms of the Interlocal Agreement, and executing said Interlocal Agreement will serve the interests of the County.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA that:**

**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 St. Augustine Port, Waterway and Beach District, and authorizes the Chair of the Board of County Commissioners of St. Johns County, Florida to execute the Interlocal Agreement on behalf of the County.

**Section 3.** The Board of County Commissioners hereby authorizes the County Administrator to execute modifications to the Interlocal Agreement, without the necessity of being approved prior by the Board of County Commissioners of St. Johns County, Florida, so long as those modifications do not require any monetary or in-kind payment

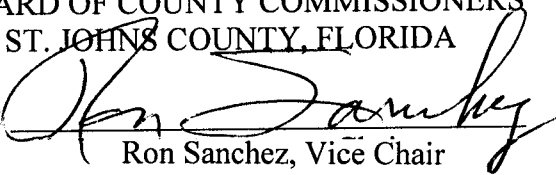
on the part of the County, or increase the liability of the County with respect to administrative and/or judicial actions.

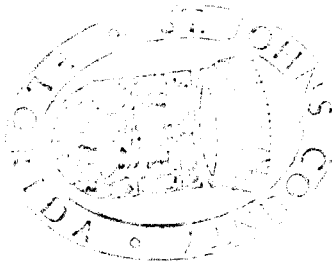
**Section 4.** The Clerk of the Circuit Court is hereby instructed to file the Interlocal Agreement in the Public Records of St. Johns County, Florida

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 18<sup>th</sup> day of August, 2009.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:

  
Ron Sanchez, Vice Chair



ATTEST: CHERYL STRICKLAND, CLERK

By:

  
Deputy Clerk

Effective Date: August 20, 2009

RENDITION DATE 8/20/09

**INTERLOCAL AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY  
AND  
ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT**

**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 500 Sebastian View, St. Augustine, Florida 32084, and the **ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT (District)**, an independent special district under the laws of the State of Florida, whose address is P.O. Box 4512, St. Augustine, Florida, 32085.

**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 to accept two (2) Marine Rescue Vessels purchased by the **District** for use by St. Johns County Fire Rescue/Marine Rescue Services; **and**

**WHEREAS**, the **County** and the **District** desire the use of the vessels in the event of an 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 maintain such equipment at no cost to the District.
- B) The County shall retain ownership of all said equipment.

**Section 9. Rights and Obligations of the District.**

- A) The District will purchase two (2) 377 Arancia Inflatable Rescue Boats and associated equipment to include delivery for \$24,272.00 for the purpose of improving response to water related 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**  
500 Sabastian View  
St. Augustine, Florida 32084

**With a Copy To:**

**Fire Rescue Chief, St. Johns County Fire Rescue**  
3657 Gaines Road  
St. Augustine, Florida 32084

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, St. Augustine Port, Waterway and Beach District**  
P.O. Box 4512  
St. Augustine, Florida 32085

**With a Copy To:**

**District Commissioner, St. Augustine Port, Waterway and Beach District**  
P.O. Box 4512  
St. Augustine, Florida 32085

**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**

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

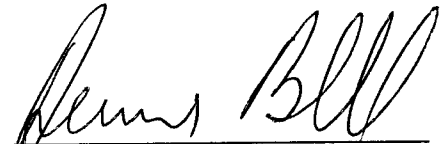
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**Deputy Clerk, Board of County Commissioners of St. Johns County, Florida**

By: \_\_\_\_\_  
**Cyndi Stevenson, Chair**

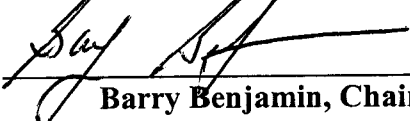
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(SEAL)

**ATTEST:**

  
\_\_\_\_\_  
**Dennis Bell, Secretary-Treasurer**


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

  
\_\_\_\_\_  
**Barry Benjamin, Chair**

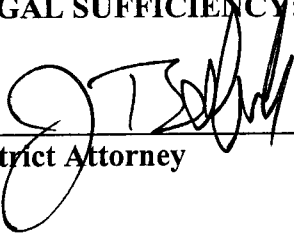
Date: 7/21/09

(SEAL)

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

  
\_\_\_\_\_  
**County Attorney**

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

  
\_\_\_\_\_  
District Attorney