

**RESOLUTION 2015 - 109**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN IMPACT FEE GRANT AGREEMENT WITH K9S FOR WARRIORS, INC., AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, K9s for Warriors is a Florida not-for-profit corporation dedicated to providing service canines to veterans suffering from post-traumatic stress syndrome and/or traumatic brain injury as a result of military service; and

**WHEREAS**, K9s for Warriors intends to construct a training facility within St. Johns County for the purpose of partnering and training veterans with their service dogs; and

**WHEREAS**, construction of the training facility will be subject to County impact fees in the amount of \$30,369.86; and

**WHEREAS**, the County has determined that construction of the training facility supports a public purpose; and

**WHEREAS**, in support of that public purpose, the County desires to provide a grant to K9s for Warriors in the amount of \$30,369.56 for the purpose of payment of impact fees imposed on the construction of the training facility.

**BE IT RESOLVED** by the Board of County Commissioners of St. Johns County:

**Section 1.** The above recitals are hereby adopted as legislative findings of fact and incorporated herein.


**Section 2.** The Board of County Commissioners approves the terms of the attached Impact Fee Grant Agreement and authorizes the County Administrator, or his designee, to execute an agreement in substantially the same form as the attached agreement on behalf of the 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, this resolution may be revised without subsequent approval of the Board of County Commissioners.


**Section 4.** This resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of April, 2015.

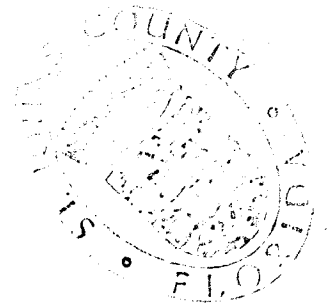
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
**Priscilla L. Bennett, Chair**

**ATTEST:** Cheryl Strickland, Clerk

By:   
**Deputy Clerk**

RENDITION DATE 4/23/15



## IMPACT FEE GRANT AGREEMENT

**THIS IMPACT FEE GRANT AGREEMENT** is entered into between **St. Johns County** (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **K9s for Warriors** (the Grantee), a Florida not-for-profit corporation, whose primary place of business is located at 114 Camp K9 Road, Ponte Vedra, Florida 32081, this \_\_\_\_ day of \_\_\_\_\_, 2015.

### RECITALS

**WHEREAS**, the Grantee is a Florida not-for-profit corporation dedicated to providing service canines to veterans suffering from post-traumatic stress syndrome and/or traumatic brain injury as a result of military service; and

**WHEREAS**, the Grantee intends to construct a training facility within St. Johns County for the purpose of partnering and training veterans with their service dogs; and

**WHEREAS**, construction of the training facility will be subject to County impact fees in the amount of \$30,369.86; and

**WHEREAS**, the County has determined that construction of the training facility supports a public purpose; and

**WHEREAS**, in support of that public purpose, the County has agreed to provide a grant to the Grantee in the amount of \$30,369.56 for the purpose of payment of impact fees imposed on the construction of the training facility.

**NOW THEREFORE**, the County and the Grantee (the parties), in consideration of the terms set forth below, agree as follows:

#### **Section 1. Effect of Recitals.**

The recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such recitals shall be adopted as findings of fact.

#### **Section 2. Project Details.**

The project shall be restricted to the construction of a training facility for the purpose of providing cost-free service to combat-disabled veterans with a canine partner to enable them to function in society. The facility shall be used to house veterans and their canine partners during training.

#### **Section 3. Grant Description.**

The total amount of the grant shall be \$30,369.86. The Grantee's eligibility for the grant shall be conditioned upon the Grantee's exclusive use of the training facility to provide services to veterans in furtherance of its mission as set forth in Section 2 of this agreement. The grant shall be used exclusively for the payment of impact fees imposed on the construction of the training facility.

**Section 4. Duration of Grant Agreement.**

The duration of this agreement shall be for a period of ten years from the effective date. If, during the duration of this agreement, the Grantee ceases operation of the training facility or uses the training facility for any purpose other than that identified in Section 2 of this agreement, the Grantee shall be required to reimburse the grant funds to the County in an amount proportional to the amount of time remaining in this agreement.

**Section 5. Review of Records.**

As a condition of entering into this agreement, the Grantee authorizes the County to review its books and records in order to determine whether compliance has been achieved with respect to the provisions of this agreement. It is specifically noted that Grantee is under no duty to provide access to documentation not related to this agreement or that is otherwise protected by federal, state, or local law.

**Section 6. Grant Payments Conditioned Upon Appropriation by the Board of County Commissioners.**

This agreement is neither a general obligation of the County, nor is it backed by the full faith and credit of the County. Grantee acknowledges that the County's payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board to appropriate funds for the payment of this grant in any given year.

**Section 7. Relationship of Parties.**

Nothing in this agreement shall be construed to create any agency relationship, partnership, association, or joint venture between the County and the Grantee.

**Section 8. No Third Party Beneficiaries.**

Both parties explicitly agree that no third party beneficiary status or interest is conferred upon any other person or entity as a result of this agreement.

**Section 9. Effect on Failure to Insist on Strict Compliance with Conditions.**

The failure of either party to insist on strict performance of any requirement of this agreement shall not be construed as a waiver of such requirement on any subsequent occasion.

**Section 10. Indemnification.**

Grantee shall indemnify, defend, and hold the County harmless against all claims and reasonable costs, including attorney's fees, associated with this agreement.

**Section 11. Notices.**

All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

Any official notice sent to the County shall be copied to the Office of County Attorney:

Office of County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

All official notices to Grantee shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

K9s for Warriors, Inc.  
114 Camp K9 Road  
Ponte Vedra, FL 32081

**Section 12. Amendments to this Agreement.**

Both the County and Grantee acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and Grantee.

**Section 13. Assignment.**

Grantee may not assign or otherwise transfer its rights and duties under this agreement. Should Grantee assign or otherwise transfer its rights under this agreement, this agreement shall be automatically terminated. Nothing in this section shall prevent Grantee from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Grantee.

**Section 14. Public Records.**

Grantee acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to any provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

**Section 15. 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 lie exclusively in St. Johns County, Florida.

**Section 16. Captions.**

The captions and headings in this agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this agreement.

**Section 17. Severability.**

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable and the remainder of the agreement shall remain in full force and effect.

**Section 18. Authority to Execute.**

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the signatories below.

**IN WITNESS WHEREOF**, the Parties have executed this agreement this day of \_\_\_\_\_, 2015.

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

By: \_\_\_\_\_  
County Administrator

**ATTEST: CHERYL STRICKLAND, CLERK**

By: \_\_\_\_\_

**K9S FOR WARRIORS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_