

RESOLUTION NO. 2016- 290

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LEASE AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO CO-LOCATE COMMUNICATION EQUIPMENT ON THE COUNTY-OWNED TOWER LOCATED AT 2650 WATER PLANT ROAD, ST. AUGUSTINE, FLORIDA 32092.

RECITALS

WHEREAS, the County owns a radio communications site located at 2650 Water Plant Road, St. Augustine, Florida (subsequently referred to as the “Premises”); and

WHEREAS, the Florida Department of Agriculture and Consumer Services seeks to enter into a Lease Agreement (“Agreement”) with the County, at no cost, to allow collocation of new communication equipment on the County-owned tower located at 2650 Water Plant Road, St. Augustine, Florida 32092, a copy of the Agreement is attached hereto as Exhibit “A,” incorporated by reference and made a part hereof; and

WHEREAS, entering into the Agreement serves the best interests of the citizens of St. Johns 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 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 terms and conditions of the Agreement, and authorizes the County Administrator, or designee, to execute an agreement in substantially the same form and format.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the original Lease Agreement in the Clerk’s Office of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 20th day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Pam Halteim
Deputy Clerk

RENDITION DATE 9/22/16

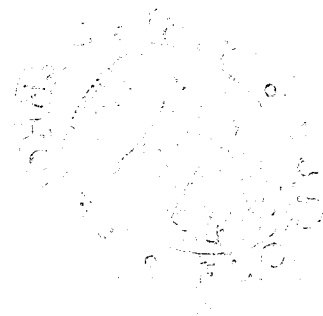


Exhibit "A"

**INTERLOCAL AGREEMENT
NON-EXCLUSIVE COMMUNICATIONS TOWER LEASE AGREEMENT
Between St. Johns County and State of Florida Department of Agriculture and
Consumer Services, Florida Forest Services**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between St. Johns County, Florida, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, FL 32084 ("County"), and the State of Florida Department of Agriculture and Consumer Services, Florida Forest Services, having a mailing address of 3125 Conner Blvd., Tallahassee, FL 32399-1650 ("DOACS"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the County owns a radio communications site located at 2650 Water Plant Road, St. Augustine, Florida (subsequently referred to as the "Premises"); and

WHEREAS, DOACS seeks to utilize an antenna and portions of a radio tower equipment building located on the premises to facilitate wildfire suppression and other forestry conservation activities; and

WHEREAS, section 163.01, F.S. authorizes the County and DOACS to make the most efficient use of their respective powers by entering into an interlocal agreement to provide public services and facilities; and

WHEREAS, in accordance with section 163.01, F.S., the County and DOACS mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to provide wildfire suppression and other forestry conservation activities.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. County shall make space available in the radio tower equipment building located at 2650 Water Plant Road, St. Augustine, FL for the purpose of storing DOACS associated radio equipment. Exact location for the installation of said equipment shall be agreed to by the County for the term of five years with two 5-year automatic renewals, which term may be extended by written agreement of the parties.
2. County shall provide use of the existing County owned antenna currently on tower.
3. County shall provide primary electrical power and emergency power.

- named as an additional insured on all comprehensive general coverage; and, a copy of proof of insurance shall be provided to the County prior to performance of this Agreement.
10. DOACS shall be responsible for securing and maintaining all permits, licenses and approvals necessary to use the Premises as contemplated herein and such use will be in accordance with all applicable local, state and federal regulations.
 11. Subject to applicable provisions contained in section 768.28, F.S., DOACS shall indemnify, defend and save County, its officers, employees and agents harmless from all losses or liability, on account of any damages or injury, claims and demands arising out of negligent acts or omissions of DOACS, its officers, employees or agents in performance of this Agreement. Nothing in this Agreement shall be interpreted or construed to mean that either County or DOACS waives or modifies its common law sovereign immunity as provided under section 768.28, Florida Statutes.
 12. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
 13. This Agreement supersedes all previous agreements, communications, representations or understandings, either written or verbal, between the Parties. Any amendments, revisions or modifications to this Agreement shall be in writing and executed by duly authorized representatives of County and DOACS.

****SIGNATURES FOLLOW ON NEXT PAGE****

IN WITNESS WHEREOF, the COUNTY and DOACS have executed this Agreement as of the last date signed below.

WITNESSES:

ST. JOHNS COUNTY, a political
Subdivision of the State of Florida

Print Name: _____

By: Michael Wanchick

Print Name: _____

Its: County Administrator
Date: _____

WITNESSES:

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

Print Name: _____

By: _____

Print Name: _____

Its: _____
Date: _____



Water Plant Road Tower

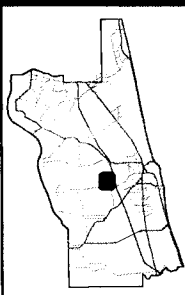
N. Crossroad

Forbes Rd

Isherwood Ter

Ryan Rd

Water Plant Rd



2016 Aerial Imagery
 0 250 500 750
 Feet
 August 29, 2016

Florida Department of Agriculture
 and Consumer Services

Water Plant Road Tower

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

