

RESOLUTION 2005 - 350

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, AND THE ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY, IN ORDER TO CO-LICENSE AND SHARE THE DISTRICT'S VHF RADIO FREQUENCY FOR USE IN THE EVENT OF A STRUCTURAL FIRE OR OTHER EMERGENCY SITUATION THAT ENDANGERS LIFE OR PROPERTY; AUTHORIZING THE CHAIRMAN 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, it has been determined that the Anastasia Mosquito Control District (District) and St. Johns County (County) will mutually benefit by co-licensing and sharing the District's VHF radio frequency; **and**

WHEREAS, the parties desire to coordinate the mutual use of the frequency in the event of a structural fire or other emergency situation that endangers life or property; **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 terms of the Interlocal Agreement, and executing said Interlocal Agreement will serve the interests of the County.

NOW, THEREFORE BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS.

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 Anastasia Mosquito Control District, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to execute the Interlocal Agreement on behalf of the County.

Section 3. The Clerk of the Circuit Court is hereby instructed to file the Interlocal Agreement in the Public Records of St. Johns County, Florida

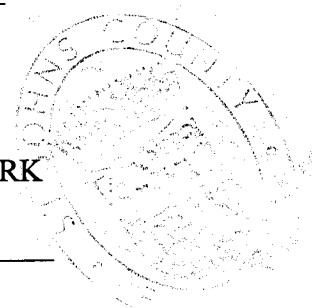
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15th day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: Cheryl Strickland
Deputy Clerk



Effective Date: 11-15-05

RENDITION DATE 11/17/2005

**INTERLOCAL AGREEMENT
BETWEEN
ST. JOHNS COUNTY
AND
ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY**

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 32095, and the **ANASTASIA MOSQUITO CONTROL DISTRICT OF ST. JOHNS COUNTY (District)**, an independent special district under the laws of the State of Florida, whose address is 500 Old Beach Road, St. Augustine, Florida 32080.

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 the **District** to co-license and share the **District's** VHF radio frequency for use by Fire Rescue and Lifeguard Services; **and**

WHEREAS, the **County** and the **District** desire to coordinate the mutual use of the frequency in the event of a structural fire or other 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 make application to the Federal Communications Commission to co-license VHF frequency KCR886 for the shared use between the District and St. Johns County Fire Rescue.
- B) The County will provide and maintain such equipment necessary to improve County-wide communications at no cost to the District.
- C) The County shall retain ownership of all said communications equipment.

Section 9. Rights and Obligations of the District.

- A) The District will make notification to the Federal Communications Commission concurring with proposed co-licensing and sharing of KCR886, licensed to District, for the purpose of improving communication at structural fires 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
4020 Lewis Speedway
St. Augustine, Florida 32095

With a Copy To:

Fire Rescue Chief- St. Johns County Fire Rescue
4455 Avenue A
Suite 100
St. Augustine, Florida 32095

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, Anastasia Mosquito Control District
500 Old Beach Road
St. Augustine, Florida 32080


With a Copy To:

Director—Anastasia Mosquito Control District
500 Old Beach Road
St. Augustine, Florida 32080

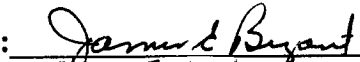
Section 11. Effective Date. The effective date of this **Agreement** will be the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST: Cheryl Strickland, Clerk

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

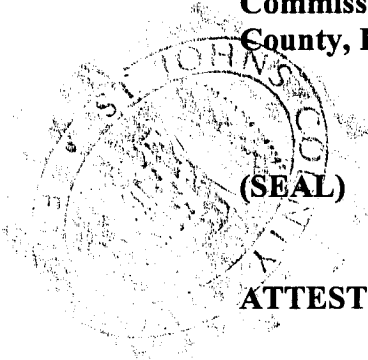


**Deputy Clerk, Board of County
Commissioners of St. Johns
County, Florida**

By: 

James E. Bryant, Chair

Date: 11/17/2005



(SEAL)

ATTEST:

**Anastasia Mosquito Control
District of St. Johns County**

Its Secretary

Its Chair

Date: _____

(SEAL)

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

County Attorney

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

City Attorney

November 15, 2005

For: Federal Communications Commission

Re: St. Johns County Fire Rescue
4455 Avenue A – Suite 100
St. Augustine, FL 32095

ANASTASIA MOSQUITO CONTROL DISTRICT
KCR886

St. Johns County Fire Rescue is seeking approval to share the above referenced frequency for the purpose of improving Life Guard communications for life-saving and water safety activities along St. Johns County beaches or other emergencies that endangers life or property. The communications system currently in use does not allow complete coverage for the 42 miles of coastline covered by Fire Rescue's Life Guard Division. This presents possible delays in emergency response when a life-saving/water safety event occurs in a dead coverage area under the existing Life Guard communications system.

Anastasia Mosquito Control District concurs with the proposed sharing and co-licensing of the repeated frequency licensed to Anastasia Mosquito Control District with St. Johns County Fire Rescue for the purpose of improving Life Guard life saving/water safety activities or other emergencies that endangers life or property.

The frequency to be co-licensed is:

<u>Frequency</u>	<u>Call Sign</u>
153.875	KCR886
158.745	KCR886

Endorsement:

We concur with the co-licensing and sharing of KCR886.

Anastasia Mosquito Control District
Authorized Signature

Printed Name & Title