

RESOLUTION NO. 2015-~~180~~

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR, OR DESIGNEE, TO IMPLEMENT THE LONG TERM AND SHORT TERM OBJECTIVES OF ST. JOHNS COUNTY'S COMMUNITY DEVELOPMENT PLAN AS PART OF THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CYCLE.

WHEREAS, Based upon the 2010 U.S. Census, St. Johns County's population is 190,039. Of the 190,039 residents, 18,624 or 9.8% are below the poverty level; and

WHEREAS, The County shall implement the following long term objectives:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.
2. To promote the public interest.
3. To inject long range considerations into the determination of short range decisions.
4. To bring professional and technical knowledge to bear on issues concerning social, economic, or physical development.
5. To facilitate effective cooperation and coordination between all concerned with community development.
6. To identify all available resources for major opportunities and to improve the way of life for all in the community; and

WHEREAS, The County shall implement the following short term objectives

1. To apply for Community Development Block Grant funds in the Neighborhood Revitalization category to make flood and drainage improvements and street repaving in the West Augustine Area of St. Johns County.
2. To explore other possible resources for the purpose of improving the way of life for all citizens, especially those who live in deteriorated housing and neighborhoods.; and

WHEREAS, by this action the County will fulfill the requirements of the Federally-Funded Grant Agreement with the State of Florida Department of Economic Opportunity relating to the Community Development Block Grant Program; and

WHEREAS, the County recognizes that activities undertaken with the CDBG funds must meet one of the national objectives; and

WHEREAS, the Board of County Commissioners of the County (the "Board") deems it necessary, desirable and in the best interests of the County to approve the Community Development Plan as part of the application requirements for the 2014 Community Development Block Grant (CDBG) , all in the manner and to the extent hereinafter provided;

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

Section 1. The above recitals are incorporated into the body of the Resolution, and such recitals are adopted as Findings of Fact.

Section 2. St. Johns County hereby authorizes the inclusion of the Community Development Plan as part of an application for a Neighborhood Revitalization Community Development Block Grant, and

Section 3. The Chair of the St. Johns County Board of County Commissioners, or his designee, is hereby authorized to implement the Community Development Plan requirements in connection with the filing of said application to be submitted on or about June 22, 2015.


Section 4. The implementation of the community development plan, is hereby approved; and the Chair, or designee, is hereby authorized and directs staff to implement the long term and short term objectives of the plan, with such changes or modifications as may be approved by the County's counsel and the officer executing the same, such approvals to be conclusively evidenced by such officer's execution thereof.

Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

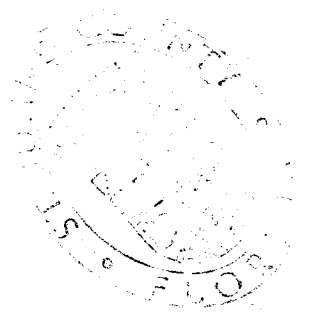
PASSED AND ADOPTED this 16th day of June, 2015.

ATTEST: Cheryl Strickland, Clerk

By: *Sam Halterman*
Deputy Clerk

By: 
Priscilla L. Bennett, Chair

RENDITION DATE 6/17/15



**INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY,
FLORIDA
AND THE TOWN OF HASTINGS, FLORIDA
FOR A COMMUNITY DEVELOPMENT
BLOCK GRANT PROJECT**

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WHEREAS, St. Johns County and the Town of Hastings have agreed to enter into this Interlocal Agreement for the purpose of clarifying responsibilities concerning the Town of Hastings's Small Cities Community Development Block Grant application being submitted to the Florida Department of Economic Opportunity (DEO) requesting Federal Fiscal Year 2014 Small Cities Community Development Block Grant (CDBG) funding in the Neighborhood Revitalization category for the replacement of several segments of the Town of Hastings sanitary sewer collection system, some of which are located in unincorporated St. Johns County and serve residential housing units also located in unincorporated St. Johns County, and

WHEREAS, an interlocal agreement between St. Johns County and the Town of Hastings is required by the Florida Department of Economic Opportunity (DEO) to be included in the CDBG application for assistance for this project, and

WHEREAS, Chapter 163, Part I of the Laws of Florida provides for and directs the cooperation between local governments to engage in joint efforts that are in the best interests and welfare of their respective citizens, and

WHEREAS, St. Johns County supports the Town of Hastings providing sanitary sewer service to citizens living in the Town of Hastings Sanitary Sewer Service Area within unincorporated St. Johns County.

WHEREAS, a portion of the proposed Town of Hastings CDBG Neighborhood Revitalization project proposes to replace, line or otherwise improve segments of deteriorated gravity sanitary sewer collection system lines, manhole, and service laterals some of which are located in unincorporated County and serve residents living in the unincorporated County, and

WHEREAS, the Town of Hastings agrees to maintain the new gravity sanitary sewer lines constructed in public right of way as part of the CDBG Neighborhood Revitalization project, and

WHEREAS, St. Johns County and the Town of Hastings both acknowledge and agree that the sewer lines the Town will replace, line or otherwise improve shall be partially located within St. Johns County right-of-way in unincorporated St. Johns County, as shown in Exhibit "A," and

WHEREAS, the replacement of the gravity sanitary sewer collection system lines will complement the investments already made by the Town of Hastings and St. Johns County in promoting inter-local community development cooperation, and will also support and complement local, state and regional comprehensive plans;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, that St. Johns County and the Town of Hastings agree as follows:

1. Recitals. Each and all of the foregoing recitals are hereby incorporated by reference herein and acknowledged to be true and correct. Failure of the foregoing to be true and correct shall not operate to invalidate this Agreement.
2. Authority. This Agreement is entered into pursuant to the authority set forth in §§ 163.01 and § 125.01, Florida Statutes.
3. Duties of the Town.
 - a. The Town of Hastings is the grant applicant requesting CDBG Neighborhood Revitalization Grant funding to upgrade several segments of the existing gravity sanitary sewer collection system lines some of which are located in unincorporated St. Johns County, to maintain an acceptable level of service to all of its customers including those living in unincorporated St. Johns County.
 - b. The Town of Hastings will administer the proposed grant and will have the ultimate responsibility to assume all obligations under the terms of the grant including assuring compliance with all applicable laws and program regulations and performance of work in accordance with the grant contract.
 - c. The Town of Hastings, upon receipt of a CDBG Grant Award Agreement, shall have the sanitary sewer collection system improvements constructed in accordance with the requirements of the Florida Department of Economic Opportunity and St. Johns County.
 - d. The Town of Hastings, upon receipt of a CDBG Grant Award Agreement, shall notify the County of such award and shall seek all permits, temporary construction license, and easement from the County, under terms and conditions as required by the County.
 - e. Upon completion of construction, the ownership and maintenance of the constructed sanitary sewer collection system improvements will be the responsibility of the Town of Hastings.
4. Indemnification of Town to County. To the extent allowed by law, the acceptance of the benefits of this Agreement, the Town shall indemnify and hold County harmless from all claims, losses, liabilities, actions, proceedings and costs (including reasonable attorneys' fees and costs of suit), resulting from any accident, injury or loss or damage whatsoever, occurring to any person or to the property of any person arising out of the entry upon or use of the County right-of-way by Town or its agents, employees, contractors, or invitees for the purpose of constructing, maintaining, and repairing the sanitary sewer collection system improvements within the County right-of-way. This indemnification shall be subject to the provisions of §768.28, Florida Statutes, including the limitations set forth therein. Any contractors or subcontractors performing work for Town pursuant to this Agreement shall at all times maintain adequate general liability insurance with minimum limits of \$1,000,000.00 for single or multiple claims arising out of the same incident, to

afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of maintenance or repairs of the potable water distribution improvements within the County right-of-way.

5. Duties of the County.
 - a. The St. Johns County shall cooperate with the processing of the grant application, as necessary.
 - b. St. Johns County shall issue all permits for which the Town applies and shall execute such documents necessary so long as the Town complies with the requirements of the County.
 - c. St. Johns County shall not be required to expend any County funds as a prerequisite for participating in the grant.
6. Matters Unaffected. Nothing contained in this Agreement shall deprive the Town of Hastings or St. Johns County of any power for zoning, development control, or other lawful authority which each presently possesses.
7. Duration of the Agreement. This Agreement shall continue indefinitely until terminated by either party as provided herein.
8. Termination. This Agreement may be terminated by either party giving thirty (30) days written notice of its intent to terminate; providing, however, that any easement granted to the Town to effectuate the terms of this Agreement shall survive the Agreement.
9. Notices.
 - a. All notices, demands or other writings that are required to be given, made, or sent pursuant to this Agreement, or that may be given or made or sent by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

<u>County</u> County Administrator 500 San Sebastian View St. Augustine, FL 32084	<u>Town</u> Town Manager Town of Hastings 6195 South Main Street, Suite A Hastings, FL 32145-5593
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 - b. All notice required, or that may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by regular United States mail, (3) sent by facsimile transmission, or (4) sent by electronic mail.
 - c. The effective date of such notices shall be the date personally delivered or if sent by mail, the date of the postmark; or if sent by facsimile transmission, the actual date of transmission; or if sent by electronic mail the actual date of email transmission.

- d. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.
10. Amendments. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
11. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this interlocal agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
12. Severability. In the event any provision of this interlocal agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the interlocal agreement which shall remain in full force and effect and enforceable in accordance with its terms.
13. Effective Date. This Agreement shall be effective upon the filing of the fully executed Agreement with the clerk of the circuit court of St. Johns County.
14. Miscellaneous. In the event of any litigation related to the construction or enforcement of any provisions of this Agreement: (a) the parties recognize they are obligated to resolve their dispute pursuant to Chapter 164, Florida Statutes; and (b) each party shall bear and be responsible for its own attorneys fees and costs.
15. Affirmation.
- a. Town of Hastings hereby affirms that, at a duly constituted meeting of the Town Commission on the 8th day of June, 2015, it approved the terms of this Agreement and the execution thereof by the Mayor of the Town.
- b. St. Johns County hereby affirms that, at a duly constituted meeting of the Board of County Commissioners on the 16 day of June, 2015, it approved the terms of this Agreement and the execution thereof by the St. Johns County Chairman.

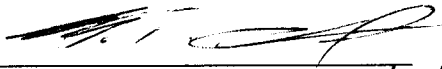
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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates beside each signature: St. Johns County through its Board of County Commissioners, signing by and through Michael D. Wanchick, St. Johns County Administrator, authorized to execute same by Board action; and Tom Ward, Mayor of the Town of Hastings, Florida duly authorized to execute same.

ATTEST: Cheryl Strickland, Clerk

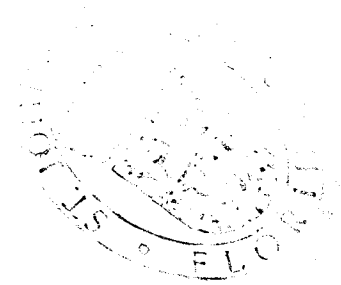
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Deputy Clerk

By: 
Michael D. Wanchick, 6/17/15
County Administrator

Approved as to form and legality:


Senior Assistant County Attorney

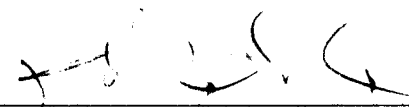


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ATTEST:


TOWN OF HASTINGS


Shelby E. Jack, Town Manager

By: 
Paul V. Nunchuck, Vice Mayor
For: Tom Ward, Mayor

8/20/15
Date

Approved as to form and legality:


Michael J. McCabe
Town Attorney