

RESOLUTION NO. 2018 - 291

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ON BEHALF OF ST. COUNTY A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL PARK SERVICE TO COOPERATIVELY PROVIDE ONSITE HISTORICAL, EDUCATIONAL AND RECREATIONAL OPPORTUNITIES; VISITOR SERVICES; AND EVENT PLANNING AT THE CASTILLO DE SAN MARCOS AND FORT MATANZAS NATIONAL MONUMENTS

RECITALS

WHEREAS, St. Johns County, Florida (County) and the National Park Service, a bureau of the United States Department of the Interior (NPS) seek to enter into a Memorandum of Understanding to cooperatively provide to onsite historical, educational and recreational opportunities at the Castillo de San Marcos and Fort Matanzas National Monuments; and

WHEREAS, the purpose of the MOU is to detail each of the parties' respective duties and obligations in providing the services described above; and

WHEREAS, if approved by the Board of County Commissioners (Board), nothing contain in the MOU obligates the County or the NPS to engage in any activity or to provide any service that is inconsistent with their respective missions, roles or responsibilities; and

WHEREAS, based upon its review, the Board has determined that entering into the MOU serves the interests of the County by providing historical, educational and recreational programming to residents and visitors.

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

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.

The Board hereby authorizes the County Administrator, or designee, to execute a MOU in substantially the same form and format as attached, to provide for onsite historical, educational and recreational opportunities as well as visitor services and event planning.

SECTION 3. Correction of Errors.

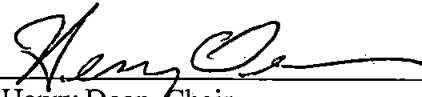
To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of Commissioners.

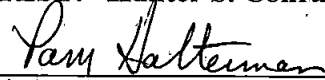
PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 4 day of September 2018.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 9/6/18

By: 
Deputy Clerk



Memorandum of Understanding
between
The United States Department of the Interior
National Park Service
and St. Johns County, Florida

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of the Castillo de San Marcos and Fort Matanzas National Monuments, and St. Johns County, a political subdivision of the State of Florida (hereafter "SJC") acting through its Board of Commissioners.

ARTICLE I – BACKGROUND AND OBJECTIVES

The NPS and SJC benefit from working cooperatively to accomplish our individual and shared objectives and goals. These include better service to the visiting public, providing historical, educational and recreational opportunities, and facilitating interpretation of the history of the area. Each agency manages lands that are in close proximity to each other or even share common boundaries. In addition, these agencies have similar goals for visitors that are utilizing these lands.

The purpose of this Memorandum of Understanding is to establish a framework for developing cooperative event planning, event preparation and to share personnel, equipment and skills within each agency to enhance our shared goals. Cost savings resulting from sharing of personnel and equipment will reduce the financial impact of shared events upon the involved agencies. The outlay of funds required of each agency can be reduced by working cooperatively on mutually beneficial programming.

Cooperation between these agencies helps create sound management practices. Nothing within this Memorandum of Understanding obligates any of the signatories to engage in any activities inconsistent with their respective missions, roles and responsibilities.

ARTICLE II - AUTHORITY

The authority for this Agreement is found in *54 U.S.C. §100101, 101703, 200101, 2001003(e)*.

ARTICLE III – STATEMENT OF WORK

A. The NPS will:

1. Furnish press releases to local news and information outlets in order to increase public awareness of programming and special events.
2. Provide support for planning and coordination of joint events.
3. Share staff for joint events whenever possible.
4. Provide location facilities for joint events.
5. Whenever possible share mutually beneficial training opportunities.

A. The SJC will:

1. Furnish press releases to local news and information outlets in order to increase public awareness of programming and special events.
2. Provide planning and coordination of joint events.
3. Share staff for joint events whenever possible.
4. Provide equipment for joint events as appropriate.
5. Whenever possible share mutually beneficial training opportunities.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless terminated by either of the parties pursuant to Article IX that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties regarding the work being performed. They are:

1. For the NPS:

Gordon Wilson, Superintendent
Castillo de San Marcos and
Fort Matanzas National Monuments
1 South Castillo Drive
St. Augustine, FL 32084
E-mail: gordon_wilson@nps.gov
Telephone: (904) 829-6506 ext. 201
Facsimile: (904) 823-9388

2. For the County:

Michael Wanchick, County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
E-mail: mwanchick@sjcfl.us
Telephone: (904) 209-0530
Facsimile: (904) 209-0300

B. Communications - Communication regarding changes to this Agreement will be addressed in writing to the signatories as per Article IX of this document. Communications that relate solely to routine operational matters described in this Agreement's Statement of Work may be sent to a designated representative established by the signatory for each respective agency.

C. Changes in Key Officials - Neither the NPS or SJC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – PRIOR APPROVAL

N/A

ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES

Injury, resulting from any joint participation activity that requires medical treatment beyond first aid will be reported to the signatories of this Agreement as soon as practical but not more than 24 hours after the injury occurs. Written notification of the circumstances surrounding the injury and actions taken to treat the person or persons will be provided.

ARTICLE VIII – PROPERTY UTILIZATION

N/A

ARTICLE IX – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE X – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

C. Public Information Release

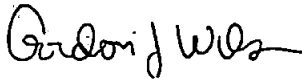
1. Public Information

(a) Agencies may publicize events according to their organization standards, or otherwise circulate promotional material such as flyers, press releases, still and motion pictures.

ARTICLE XI – SIGNATURES IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature:



Name: Gordon J. Wilson

Title: Superintendent

Date: June 25, 2018

FOR ST. JOHNS COUNTY:

Signature:

Name:

Title:

Date: