

RESOLUTION NO. 2019- 116

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO CO-LOCATE COMMUNICATION EQUIPMENT ON THE COUNTY-OWNED TOWER LOCATED AT 5885 COUNTY ROAD 208, ST. AUGUSTINE, FLORIDA.

RECITALS

WHEREAS, the Florida Department of Agriculture and Consumer Services entered into an Interlocal Agreement with St. Johns County, approved in Resolution 2016-290, for co-location of communication equipment on the County-owned tower located at 2650 Water Plant Road, St. Augustine, Florida, and

WHEREAS, the tower located 2650 Water Plant Road has been condemned due to its age and poor condition and is scheduled for demolition; and

WHEREAS, the County owns a radio communications site located at 5885 County Road 208, St. Augustine, Florida (subsequently referred to as the "Premises"); and

WHEREAS, the Florida Department of Agriculture and Consumer Services seeks to enter into an Interlocal Agreement ("Agreement") with the County, at no cost, to allow co-location of new communication equipment on the County-owned tower located at 5885 County Road 208, St. Augustine, Florida, 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 facilitates wildfire suppression and other forestry conservation activities, and 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 2nd day of April, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

RENDITION DATE 4/4/19

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk



**INTERLOCAL AGREEMENT
NON-EXCLUSIVE COMMUNICATIONS TOWER LEASE AGREEMENT**

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, Florida 32084 ("County"), and the **STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICES**, having a mailing address of 3125 Conner Boulevard, Tallahassee, Florida 32399-1650 ("DOACS"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the County owns a radio communications site located at 5885 County Road 208, St. Augustine, Florida (subsequently referred to as the "Premises"); and

WHEREAS, DOACS seeks to install an antenna on the County-owned tower and utilize 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 5885 County Road 208, St. Augustine, Florida for the purpose of storing DOACS associated radio equipment. The exact location for the installation of said equipment shall be agreed to by the County for the term of five (5) years. This Agreement shall be automatically extended in two (2) 5-year increments not to exceed fifteen (15) years, on the same terms and conditions as contained herein, providing that neither party notified the other in writing of intent not to accept such extension at least ninety (90) days prior to the end of the then current termination date.

2. No rent payment will be required under this Agreement.

3. County shall provide primary electrical power and emergency power.
4. County shall permit DOACS personnel to access their equipment as needed for purposes of equipment maintenance and operation.
5. DOACS shall not cause or permit any interference to the County's communications frequencies or operations. If such interference occurs, DOACS shall make every effort to eliminate such interference. If the interference cannot be eliminated to the satisfaction of the County, DOACS shall promptly terminate use of the site until interference can be cured, or remove its equipment within 90 days of final written notification from the County.
6. DOACS shall install all radio equipment in accordance with County guidelines.
7. DOACS shall abide by the instructions received from the County's Radio Systems Manager concerning equipment location and site access.
8. This Agreement shall be effective upon the date of its full execution. Either party may terminate the use of the above-described facilities on 90 days written notice to the other party. Notices will be addressed to the parties as follows:

If to the County:

St. Johns County
Attn: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084
Phone: (904) 209-0760

With a copy to:

St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, Florida 32084
Phone: (904) 209-1789

In case of Emergency:

(904) 829-2226

If to DOACS:

Florida Forest Service
Attn: Telecommunications Consultant
3125 Conner Blvd.
Tallahassee, Florida 32399-1650
Phone: (850) 681-5927

In case of Emergency:

(386) 446-6786

9. DOACS shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury

with minimum policy coverage of \$1,000,000. As applicable, DOACS shall further secure and maintain for the duration of this Agreement Workers' Compensation insurance in an amount no less than is required by applicable Florida Law. The County shall be 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. With respect to DOACS's insurance obligations as stated above, County acknowledges that DOACS may self-insure, so long as DOACS maintains sufficient assets to meet and/or exceed the coverage requirements set forth in this document. County and DOACS acknowledge that DOACS is self-insured. In consideration of County's acceptance of DOACS'S self-insured status, DOACS, shall not climb the tower for any reason nor perform any work, maintenance and/or repairs to DOACS's approved equipment located at the tower facility, absent evidence of self-insurance coverage meeting the requirements set forth in this document. Additionally, County and DOACS agree that neither shall any contractor, directly or indirectly engaged by DOACS, access the site, climb the tower, or perform any work, maintenance and/or repairs to DOACS's approved equipment located at the tower facility absent proof of maintaining insurance limits meeting those set forth above.

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. DOACS undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors and employees all risk of dangerous conditions brought about by its facilities and activities on the Property and the Leased Premises. County undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors and employees all risk of dangerous conditions brought about by its own structures, equipment and activities on the Property and the Leased Premises. By virtue of the parties both being governmental agencies, neither DOACS nor County shall be responsible for the intentional or negligent acts or omissions of the other and accordingly, shall not indemnify or hold the other harmless. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming either or both parties as defendants, and nothing in this Agreement or in this Section shall be construed as constituting a waiver of either party's sovereign immunity or the limitations on damages conferred on either party by said statute.

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:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

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

By: Michael Wanchick

Its: County Administrator

Date: _____

WITNESSES:

Sign: Elizabeth Bennett

Print Name: Elizabeth Bennett

Sign: Carmelita Bennett

Print Name: Carmelita Bennett

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

[Signature]

By: Anthony Peral

Its: A. D Administration

Date: 2/21/19

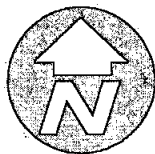
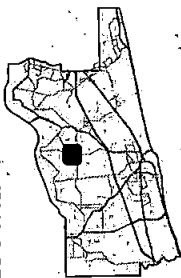


Bakersfield Tower
5885 County Road 208

County Road 208

Pacetti Rd

County Road 13A N



2013 Aerial Imagery

0 250 500

Feet

March 5, 2019

Florida Department of Agriculture
and Consumer Services

Bakersfield 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 herein.

