

RESOLUTION NO. 2001-147

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY
ADMINISTRATOR TO ENTER INTO AN INTERLOCAL AGREEMENT
WITH THE CITY OF ST. AUGUSTINE BEACH FOR LANDSCAPE
MAINTENANCE ALONG A1A SOUTH.**

WHEREAS, the County has passed Resolution No. 97-90 to accept landscape maintenance responsibilities to be performed under a maintenance agreement with the State of Florida, Department of Transportation, for a portion of State Road A1A South, from Owens Avenue (Mile Post 9.782) to Sandpiper Boulevard (Mile Post 10.910), a distance of 1.128 miles; and

WHEREAS, the city of St. Augustine Beach has passed Resolution 95-03 to accept landscape maintenance responsibilities, to be performed under a maintenance agreement with the Florida Department of Transportation for a portion of State Road A1A South, from Sandpiper Boulevard (Mile Post 10.910) to Pope Road (Mile Post 13.668), a distance of 2.758 miles; and

WHEREAS, in proportion to the County, the City will be maintaining the larger of the two landscaped areas under contract with the Florida Department of Transportation; and

WHEREAS, it is in the best interest of both agencies to have the landscaping and routine right-of-way maintenance activities performed by same entity.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that the County Administrator is authorized to execute the Agreement in substantially the form attached.

PASSED AND ADOPTED this 17th day of July 2001.

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

Marc Jacalone
Marc Jacalone, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Cheryl Strickland
Deputy Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, A.D., 2001, By and between the CITY OF ST. AUGUSTINE BEACH, a municipal corporation, organized under the laws of Florida, hereinafter called the "City", and ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called the "County".

WHEREAS, the Florida Department of Transportation, installed landscaping along SR-A1A South, from Owens Avenue (Mile Post 9.782), north to Pope Road (Mile Post 13.668), a total distance of 3.886 miles; and

WHEREAS, the Florida Department of Transportation does not perform landscape maintenance with the State Road right-of-way; and

WHEREAS, the County has passed Resolution 97-90 to accept landscape maintenance responsibilities, to be performed under a maintenance agreement with the State of Florida, Department of Transportation, for a portion of State Road A1A South, from Owens Avenue, (Mile Post 9.782) to Sandpiper Boulevard (Mile Post 10.910), a distance of 1.128 miles; and

WHEREAS, the City has passed Resolution No. 95-03 to accept landscape maintenance responsibilities to be performed under a maintenance agreement with the Florida Department of Transportation for a portion of State Road A1A South, from Sandpiper Boulevard (Mils Post 10.910) to Pope Road (Mile Post 13.668), a distance of 2,758 miles; and

WHEREAS, the proportion to the County, the City will be maintaining the larger of the two landscaped areas under contract with the Florida Department of Transportation; and

WHEREAS, it is in the best interest of both parties to have landscaping and routine right-of-way maintenance activities performed by the same entity;

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:

1. The above recitals are incorporated herein as findings of fact.
2. The City will perform routine landscape maintenance along that portion of A1A South from Owens Avenue (Mile Post 9.782) to Sandpiper Boulevard (Mile Post 10.910), a distance of 1.128 miles.
3. The City will perform routine landscape maintenance in accordance with the standards hereto and incorporated herein by reference as Exhibit "A".
4. The terms of this Interlocal Agreement shall continue for a period of one (1) year. It is mutually agreed between both parties, that, at the end of the initial one-year period, this Agreement may be renewed for additional one (1) year terms. The County will give notice in writing of its intentions to renew this Agreement at least sixty (60) days prior to the termination date of this Agreement. The City, within thirty (30) days after receipt of said written notice by the County, will give written notice rejecting or consenting to said renewal. Without mutual assent this agreement will automatically terminate at the end of the initial contract term of one (1) year. This agreement may be terminated by either party after thirty (30) days written notice for failure of the other part to adhere to any requirement of this Agreement.

Notwithstanding anything to the contrary, Paragraph six (6) shall survive in full force and effect upon termination.
5. The county agrees to pay the City quarterly, (each three-month period following a Notice to Proceed from the County Engineer) a lump sum payment of \$2,325.00 per quarter for a total sum of \$9,300.00 per year.


6. To the extent permitted by Florida law, the City covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents and employees, from any claim, loss, damage, cost or charge of expense arising out of any act, action, neglect or omission by the City during the performance of the agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the City nor any of its officers, agents, or employees will be liable under this article for damages arising out of injury or damages to persons or property directly caused or resulting from the sole negligence on the County or any of its officers.

7. This Interlocal Agreement shall become effective upon being filed with Clerk of the Circuit Court for St. Johns County, Florida.

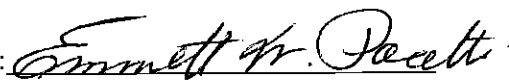
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year below written:

ATTEST:

CITY OF ST. AUGUSTINE BEACH:



 City Manager

By: 
 Mayor – Commissioner
 Date: June 7, 2001

SEAL

ATTEST

BOARD OF COUNTY COMMISSIONERS
 OF ST. JOHNS COUNTY

Cheryl Strickland
 Clerk to the Board of County
 Commissioners of St. Johns County,
 Florida
 By: _____

By: _____
 County Administrator
 Date: _____