

RESOLUTION NO. 2004-~~374~~

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE CITY OF ST. AUGUSTINE, FLORIDA, FOR THE THIRD PHASE OF THE CENTRAL SEWER LINE EXTENSION PROJECT IN THE WEST AUGUSTINE AREA OF THE COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, it is the design, purpose, and intention of St. Johns County, Florida (County), and the City of St. Augustine, Florida (City) to permit the County, and the City, individually, and collectively, to make the most efficient use of their governing powers, resources and capabilities in the manner set forth herein, with regard for the residents who reside in the West Augustine Area (WAA) of the County, described in County Resolution Number 2000-146; and

WHEREAS, the City has the legal authority, pursuant to Count Resolution Number 99-91, to serve the WAA with central sewer and water utilities; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the City, in order to provide Phase One, and Phase Two of the Central Sewer Line Extension Project, so that failing septic tanks in the WAA could be removed and replaced with functioning central sewer facilities; and

WHEREAS, the County has determined that the total cost to design and construct the Third Phase of the Central Sewer Line Extension Project in the WAA, is six hundred sixty-seven thousand dollars (\$667,000.00); and

WHEREAS, the County requested and received a State of Florida (State) funding Grant from the State of Department of Environmental Protection (DEP) for the Third Phase of the Central Sewer Line Extension Project in the WAA (a copy of the State DEP Grant Agreement No. LP0526 (including Attachments), is attached hereto, and incorporated herein; and

WHEREAS, the County, and the City, have determined that a new Interlocal Agreement that provides the mechanism for accomplishing the Third Phase of the Central Sewer Line Extension Project in the WAA; and

WHEREAS, both the County and City wish to extend the contractual relationship, and enter into a new Interlocal Agreement, so that the City can complete the Third Phase of the Central Sewer Line Extension Project in the WAA; and

WHEREAS, the Interlocal Agreement between the County, and the City establishes the rights, duties, and responsibilities of both the County and the City with respect to the Third Phase of the Central Sewer Line Extension Project in the WAA; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Interlocal Agreement for the Third Phase of the Central Sewer Line Extension Project in the WAA (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Interlocal Agreement, and entering into said Interlocal Agreement will serve the interests of the 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 hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

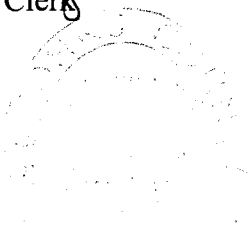
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Interlocal Agreement for the Third Phase of the Central Sewer Line Extension Project in the West Augustine Area of St. Johns County, Florida, between St. Johns County, Florida, and the City of St. Augustine, Florida, and authorizes the County Administrator to execute the above-mentioned Interlocal Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15<sup>th</sup> day of December, 2004.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland,  
Clerk  
Yvonne King  
Deputy Clerk

By: Bruce A. Maguire  
Bruce A. Maguire, Chair



APPROVED DATE 12/20/04

**INTERLOCAL AGREEMENT  
FOR THIRD PHASE OF CENTRAL SEWER LINE EXTENSION PROJECT IN  
THE WEST AUGUSTINE AREA OF ST. JOHNS COUNTY, FLORIDA,  
ASSOCIATED WITH  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION (DEP) AGREEMENT NUMBER LP0526**

**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 32084, and the City of St. Augustine, Florida (City), a municipal corporation of the State of Florida, whose address is 75 King Street, St. Augustine, Florida 32084.**

**RECITALS**

**WHEREAS, it is the design, purpose, and intention of the County, and the City to permit the County, and the City, individually, and collectively, to make the most efficient use of their governing powers, resources and capabilities in the manner set forth herein, with regard for the health and safety of the residents who reside in the West Augustine Area (WAA) of the County, described in County Resolution Number 2000-146; and**

**WHEREAS, the City has the legal authority, pursuant to County Resolution Number 99-91, to serve the WAA with central sewer and water utilities; and**

**WHEREAS, the County has previously entered into an Interlocal Agreement with the City, in order to provide Phase One, and Phase Two of the Central Sewer Line Extension Project, so that failing septic tanks in the WAA could be removed and replaced with functioning central sewer facilities; and**

**WHEREAS, the County desires to assist County residents in the WAA by executing a new Interlocal Agreement with the City, in order to accomplish the design and construction of the Third Phase of the Central Sewer Line Extension; and**

**WHEREAS, the County has determined that the total cost to design and construct the Third Phase of the Central Sewer Line Extension is six hundred sixty-seven thousand dollars (\$667,000.00); and**

**WHEREAS, the County requested and received a State of Florida (State) funding Grant from the State Department of Environmental Protection (DEP) for the**

Third Phase of the Central Sewer Line Extension in the WAA (a copy of the State DEP Grant Agreement No. LP0526 (including Attachments) is attached hereto, and incorporated herein); and

**WHEREAS**, the State DEP Grant amounts to five hundred thousand dollars (\$500,000.00) which represents seventy-five percent (75%) of the Third Phase total cost of six hundred sixty-seven thousand dollars (\$667,000.00); and

**WHEREAS**, the State DEP Grant requires a twenty-five percent (25%) match from the **County**, which amounts to one hundred sixty-seven thousand dollars (\$167,000.00); and

**WHEREAS**, this **Agreement** establishes that with respect to the twenty-five percent match (25%), the **County** obligates itself to sixty-seven thousand dollars (\$67,000.00), which represents ten percent (10%) of the Third Phase total cost of six hundred sixty-seven thousand dollars (\$667,000.00); and

**WHEREAS**, this **Agreement** establishes that the **County's** sixty-seven thousand dollar (\$67,000.00) contribution will be in the form of cash; and

**WHEREAS**, this **Agreement** establishes that with respect to the twenty-five percent match (25%), the **City** obligates itself to one hundred thousand dollars (\$100,000.00), which represent fifteen percent (15%) of the Third Phase total cost of six hundred sixty-seven thousand dollars (\$667,000.00); and

**WHEREAS**, this **Agreement** establishes that the **City's** one hundred thousand dollar (\$100,000.00) contribution will be in the form of in-kind services such as (planning, design, engineering, construction supervision, and other services related to the Third Phase of the Central Sewer Line Extension in the WAA); and

**WHEREAS**, the **County** will re-imburse the **City** for eighty-five percent (85%) of the design and construction costs of the central sewer line extension, with the total **County** payment, not to exceed six hundred sixty-seven thousand dollars (\$667,000.00), unless subsequently approved by the **Board**, by Amendment to this **Agreement**, which shall be accompanied by a Resolution, authorizing the **County Administrator** to execute such an Amendment, on behalf of the **County**; and

**WHEREAS**, Section 163.02, Florida Statutes (2004) authorizes the **County**, and the **City** 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 **City**, 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 **City**, 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 **City**, 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 **City**, acknowledge that this **Agreement** constitutes the complete and understanding of both parties. Both the **County**, and the **City**, 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 **City**. 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, and with the Clerk for the City of St. Augustine.

**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 **City** 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 **City**, 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 **City**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

## Section 7. Definitions.

- A) "*Central Sewer Line Extension*" means new sanitary sewer lines and appurtenant facilities to be owned by the **City** and constructed by the **City** in the **County**-owned/maintained rights-of-way located in the WAA that will deliver all sewage generated in such are to the **City's** sewage treatment plant #1.
- B) "*Connection Fees*" mean the charges to pay for sewage treatment plant capacity.
- C) "*Construction Contract*" means the contract executed between the **City**, and the lowest responsible bidder holding a Florida underground contractor's license for construction of the Third Phase of the Central Sewer Line Extension.
- D) "*Contractor*" means the contractor who is a party to the Construction Contract.
- E) "*City*" means the City of St. Augustine, Florida.
- F) "*City Department*" means the **City** Utilities Department.
- G) "*County*" means St. Johns County, Florida.
- H) "*County Department*" means the **County** Department of Housing/Community Services.
- I) "*Notice*" means written notice to the proper representatives of both the **County**, and the **City**.
- J) "*Permit*" means approval by agencies such as the **County**, and/or the State DEP.
- K) "*Tap Fees*" mean the charges associated with meters, backflow preventers, and sewer lateral connections.
- L) "*Re-imburement Invoice*" means written request or invoice submitted by the **City** for payment of reasonable engineering and construction expenses of the **City** pertaining to the design/construction of the Central Sewer Line Extension. Each Re-imburement Invoice must include the certificates and documentation described in Section xxxxxxxx(xxxxxx) below.

**Section 8. Term of this Agreement.** Unless sooner terminated as provided herein, this **Agreement** shall commence as of the effective date of this **Agreement**, and shall continue thereafter until, and through, September 30, 2007. This **Agreement** may be terminated at an earlier date, if the design and construction of the Third Phase of the Central Sewer Line Extension Project is completed, prior to September 30, 2007, **and** the **County**, and the **City**, and the State DEP (if necessary) have mutually agreed that the project obligations and State DEP Grant Agreement requirements have been met.

**Section 9. Rights and Obligations of the County.**

- A) Commencing on the effective date of the **Agreement**, the **County Utility Department**, on behalf of the **County Department of Growth Management**, and the **County Housing/Community Services Department**, shall have the right to review and approve all design drawings, State DEP Permit Applications and bid documents that will be developed by the **City**, in order to facilitate the construction of the Third Phase of the Central Sewer Line Extension Project. In the event that that **County** does not respond with comments within five (5) working days of receipt of such design drawings, permit applications, and bid documents from the **City**, then the **County** waives any objections.
- B) The **County** shall pay eighty-five percent (85%) of the reasonable costs designing, permitting, and constructing of the Third Phase of the Central Sewer Line Extension Project. The **County's** payments shall be made from funds received as part of the previously described Grant from the State DEP, and/or funding sources approved under this **Agreement**.

**Section 10. Rights and Obligations of the City.**

- A) The **City** will apply for the rights-of-way permits with the **County Road and Bridge Department**. The **City** shall allow the **County Utility Department**, upon reasonable notice to the **City**, to monitor and inspect all work performed by the **City**, or its contractors, to ensure conformance with the design specifications, providing such review does not cause the **City** delays in construction schedules. The **City** will cause the Third Phase of the Central Sewer Line Extension Project to be constructed and completed in a workmanlike manner in accordance with the design drawings.
- B) The **City** will submit to the **County** for re-imbusement of allowable costs, based upon a **County-approved** schedule of values.
- C) The **City Utilities Department** shall design and specify the elements of the Third Phase of the Central Sewer Line Extension Project, advertise for bids, enter into the Construction Contract with the lowest qualified bidder, provide inspection services, and administer the Construction Contract for building the Third Phase of the Central Sewer Line Extension Project, all in accordance with applicable federal, state, and local laws. Construction progress meetings will be re-imbursed at eighty-five percent (85%) of the reasonable cost to the **County** as reviewed and approved by the **County Utility Department**, but in no event shall the **County**

payment exceed five hundred sixty-seven thousand dollars (\$567,000).

- D) The **City** shall give advanced written notice to the **County**, on any issue that will cause a delay, or cause the construction schedule to change, or change the completion date. The Third Phase of the Central Sewer Line Extension Project shall be completed, and in operation, by September 30, 2007.
- E) The **City** shall first pay the Contractor, and then the **City** shall seek re-imbursement from the **County**. The **City** shall submit monthly design/construction Re-imbursement Invoices to the **County** for processing and payment. Each such invoice shall have an accompanying certificate by the **City** that details the design, construction work, and construction materials that are being invoiced to the **County** and certifies that such work has been accomplished, and the materials have been delivered, and that the costs thereof have not been included in any prior invoice. Additionally, each such invoice shall include documentation satisfactory to the **County**, that establishes that the invoice is for reimbursement of reasonable costs actually incurred by the **City** for the design and/or construction of the Third Phase of the Central Sewer Line Extension Project. Each invoice from the **City** must show total costs incurred to date. The **City** shall pay cost overruns, if any, unless approved in advance by the **County**. The **County** shall re-imburse eighty-five percent (85%) of the invoice, but in no event shall the **County** be requested to pay more than five hundred sixty-seven thousand dollars (\$567,000.00).
- F) The **City** shall ensure that all work carried out by the **City**, or agents of the **City**, that is associated with fulfilling the terms of this **Agreement** shall be in full conformance with the terms, conditions, and requirements contained in State DEP Grant Agreement Number LP0526 that has been granted to the **County**. Furthermore, the **City** hereby agrees, and all of the **City's** agents and sub-agents shall be required by the **City** to agree, to co-operate with, and give the **County** full and unhindered access to monitor and review the work and/or records of the **City**, and the **City's** agents and/ or sub-agents, in determining compliance with the terms, provisions, conditions, and/or requirements of said State DEP Grant Agreement Number LP0526.



**Section 11. 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 32084

**With a Copy To:**

**Director—County Department of Housing/Community Services**  
3149 Ponce DeLeon Boulevard  
Suite 9  
St. Augustine, Florida 32084

All Notices, and other correspondence to the **City** shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:

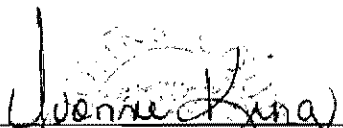
**City Manager**  
75 King Street  
St. Augustine, Florida 32084

**With a Copy To:**

**Director—City Department of Utilities**  
75 King Street  
St. Augustine, Florida 32084

**Section xx. Effective Date.** The effective date of this **Agreement** will be the later of the two following dates—either December 15, 2004, or the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

**ATTEST: Cheryl Strickland, Clerk**

  
\_\_\_\_\_  
Deputy Clerk, Board of County  
Commissioners of St. Johns  
County, Florida

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

By:   
\_\_\_\_\_  
Bruce A. Maguire, Chair

Date: 12-20-04

(SEAL)

ATTEST:

**CITY OF ST. AUGUSTINE,  
FLORIDA** (a municipal  
corporation)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

(SEAL)

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

  
\_\_\_\_\_  
County Attorney

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

\_\_\_\_\_  
City Attorney