

RESOLUTION 2006- 205

A RESOLUTION OF THE BOARD OF COUNTY COMMISSINERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE EXTENSION OF A JOINT PARTICIPATION AGREEMENT WITH THE FIRST COAST METROPOLITIAN PLANNING ORGANIZATION (MPO) TO FUND AND COMPLETE A TRANSIT DEVELOPMENT PLAN (TDP)

WHEREAS, on December 13, 2005 the County Commissioners of St Johns County Florida adopted Resolution 2005-392 approving the terms and conditions of a Joint Participation Agreement (JPA) between St Johns County and the First Coast Metropolitan Planning Organization) MPO, and authorizing the chairperson of the St Johns Board of County Commissioners to execute a JPA on behalf of the county, so that the County might develop a (Transit Development Plan) TDP; and

WHEREAS, a copy of that above-referenced JPA, is attached hereto, and incorporated herein; and

WHEREAS, this JPA became affective on January 4, 2006 and ends on June 30, 2006; and

WHEREAS, in paragraph 9 of the JPA the agreement can be extended by mutual written agreement; and

WHEREAS, both the County, and the MPO wish to extend the JPA until October 1, 2006; and

WHEREAS, other than the expiration date for the date of this Agreement, the remaining terms and conditions of the agreement will stay in affect upon the extension of this Agreement; and

WHEREAS, the JPA will be extended to October 1, 2006.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution, and said recitals are adopted as Findings of Fact.

Section 2. Pursuant to paragraph 9 of the Joint Participation Agreement between St. Johns County, Florida, and the First Coast Metropolitan Planning Organization, St. Johns County agrees to extend the expiration date of the Joint Participation Agreement until October 1, 2006.

Section 3. The Board of County Commissioners of St. Johns County, Florida authorizes the County Administrator to execute any paperwork necessary to accomplish the task of extending the Joint Participation Agreement until October 1, 2006.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 27th day of June 2006.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY FLORIDA

By: Cyndi Stevenson  
Cynthia W. Stevenson, Vice-Chair

ATTEST: Cheryl Strickland, Clerk

By: Robert L. Black  
Deputy Clerk

CONDITION DATE 7/3/2006

Financial PROJECT ID. No.: \_\_\_\_\_ Fund: \_\_\_\_\_  
 \_\_\_\_\_  
 SAMAS Approp: \_\_\_\_\_ Function: \_\_\_\_\_  
 Job No. \_\_\_\_\_ Federal No. \_\_\_\_\_  
 Contract No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

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**JOINT PARTICIPATION AGREEMENT**

<sup>6</sup> THIS AGREEMENT, made and entered into this 4th day of January, 2005, by and between the FIRST COAST METROPOLITAN PLANNING ORGANIZATION, an agency of the State of Florida, (hereinafter referred to as the "MPO") and ST. JOHNS COUNTY, (hereinafter referred to as the "COUNTY") under Subsections 163.01(4) and (5), Florida Statutes, the Florida Interlocal Cooperation Act of 1969.

**WITNESSETH:**

WHEREAS, the COUNTY and MPO have expressed the desire to work together and combine their resources and efforts to develop a Transit Development Plan (hereinafter referred to as the "TDP") for the St. Augustine urbanized area; and

WHEREAS, a detailed Scope of Services has been prepared by the Center for Urban Transportation Research at the University of South Florida in conjunction with COUNTY Staff and the Staff of the MPO described in Exhibit "A" that is attached hereto and incorporated herein; and

WHEREAS, a TDP is a multi-year plan required by the Florida Department of Transportation that calls for a description of the transit agency's vision for public transportation, along with an assessment of transit needs in the study area and a staged implementation program to set priorities for improvements; and

WHEREAS, the TDP was incorporated into the MPO's Unified Planning Work Program adopted on May 12, 2005 described in Exhibit "B" that is attached hereto and incorporated herein; and further; and

WHEREAS, the TDP was incorporated into the MPO's Unified Planning Work Program amended on August 11, 2005 described in Exhibit "C" that is attached hereto and incorporated herein; and further; and

WHEREAS, The COUNTY and MPO wish to share TDP development costs; and

WHEREAS, The COUNTY and MPO have agreed on the services and funding each shall contribute towards completing the TDP.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with TDP coordination and shall be the party's prime

contact person. Notices or reports shall be sent to the attention of the appropriate Project Manager by US Mail to the addresses as set forth below:

Project Manager for the COUNTY:

William L. Hartmann, P. E.  
Transportation Planning Manager  
St. Johns County Growth Management Services  
4020 Lewis Speedway  
St. Augustine, Florida 32095

Project Manager for the MPO:

Denise Bunnewith  
Executive Director  
First Coast MPO  
1022 Prudential Drive  
Jacksonville, Florida 32025-5874

2. The COUNTY and the MPO shall perform the services and fulfill the obligations as specifically designated in Exhibits "A" and "B" and "C" that are attached hereto and by reference made a part hereof. Any changes to the obligations shall be mutually agreed to in a formal written amendment prior to being performed by either party.

3. The total TDP costs of the Transit Development Plan for the St. Augustine Urbanized Areas, are to be shared as indicated in Exhibit "C", attached hereto and incorporated herein.

4. Each party shall, upon request, permit the other party to examine all project related records, and documents during or following completion of the TDP. Each party shall maintain all such records and documents for at least three (3) years following completion of the TDP.

5. Records of costs incurred by the County under the terms of this agreement shall be maintained and made available upon request to MPO at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to MPO upon request. Records of costs incurred include the County's general accounting records for the TDP and the TDP records, together with supporting documents and records of the County that pertain to the TDP and all other records of the County considered necessary by the MPO for a proper audit of TDP costs.

6. The COUNTY shall provide the MPO with any and all reports and or other documents from the TDP.

7. In accordance with Section 287.133(2)(a) Florida Statutes, the parties agree that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract, or enter into a contract, to provide any goods or services to the County or to any of the County's contractors, subcontractors, suppliers, or consultants when such bid or contract pertains to the TDP and may not transact business with the County that pertains to the TDP in excess of the threshold amount provided in s.287.017 Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. The MPO's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the MPO for the TDP, or the COUNTY's Administration and/or County Commission do not appropriate sufficient non funds for the TDP, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

9. This Agreement shall commence on the date above written and remain in effect and binding on the parties until the expiration date of the COUNTY's and MPO's TDP on or about June 30, 2006, unless terminated or extended by mutual written and signed agreement by the parties.

10. Either party may terminate this Agreement upon the other party's default in complying with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement. To effect termination, the terminating party

shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing the term and/or condition with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate.

11. Neither party may assign or transfer its rights or obligations under this Agreement, including any operation, maintenance, or financing duties related to the TDP, without the written consent of the other party. This paragraph shall not be construed to prevent the COUNTY from hiring outside contractors to perform any or all of the COUNTY's obligations hereunder.

12. Each party shall comply with all applicable Federal, State and local laws, rules, regulations and guidelines relative to performance under this Agreement.

13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

14. To the extent provided by law, COUNTY shall indemnify, defend, and hold harmless MPO and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by COUNTY, its agents, or employees, during the performance of the Agreement, except that neither COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by MPO or any of its officers, agents or employees during the performance of this Agreement.

15. The following documents are attached to and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibits "A" and "B" and "C".

- A. Exhibit "A" – TDP Scope of Services
- B. Exhibit "B" – MPO's Unified Planning Work Program
- C. Exhibit "C" – MPO's Amended Unified Planning Work Program

16. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ST JOHNS COUNTY  
By its BOARD OF COUNTY COMMISSIONERS

BY: James E. Bryant  
James E. Bryant

DATE: 1-4-06

ATTEST: Dorinda D. Grand (SEAL)

TITLE: Deputy Clerk



APPROVED AS TO FORM, LEGALITY

Michael D. Hunt  
St. Johns County Legal Department

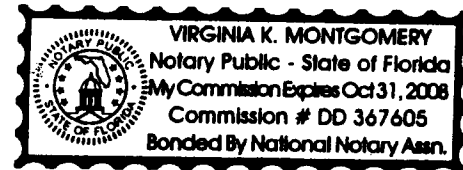
FIRST COAST METROPOLITAN  
PLANNING ORGANIZATION

BY: Denise P. Bunnwitz  
DENISE P. BUNNwitz

DATE: 1-04-06

ATTEST: Virginia K. Montgomery (SEAL)

TITLE: Notary Public



APPROVED AS TO FORM, LEGALITY

DH