

RESOLUTION NO. 2006- 247

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, FOR THE DESIGN AND CONSTRUCTION OF OFF-BEACH PARKING AND RESTROOMS IN CHAUTAUQUA BEACH SUBDIVISION OF ST. AUGUSTINE BEACH OF ST. JOHNS COUNTY, FLORIDA, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF AT. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County) currently has an Agreement with the City of St. Augustine Beach, Florida (City), in order to design and construct off-beach parking and restrooms in Chautauqua Beach Subdivision of St. Augustine Beach;

WHEREAS, the Agreement between the County, and the City establishes the rights, duties, and responsibilities of both the County and the City with respect to the off-beach parking and restrooms; and

WHEREAS, the Agreement between the County, and the City includes details on the design and construction of the off-beach parking and restrooms; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said 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 Agreement for design and construction of the off-beach parking and restrooms between St. Johns County, Florida, and the City of St. Augustine Beach, Florida, and authorizes the County Administrator to execute the Agreement on behalf of St. Johns County.

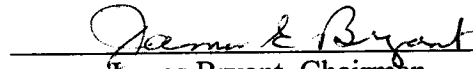
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 25th day of July, 2006.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


James Bryant, Chairman

RENDITION DATE 7/26/2006

**INTERLOCAL AGREEMENT
FOR OFF-BEACH PARKING AND RESTROOMS PROJECT IN THE
CHAUTAUQUA BEACH SUBDIVISION OF ST. AUGUSTINE BEACH OF ST.
JOHNS COUNTY, FLORIDA,**

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 Beach, Florida (City)**, a municipal corporation of the State of Florida, whose address is 2200 A1A South, St. Augustine Beach, Florida 32080.

RECITALS

WHEREAS, the **City** has purchased three lots in the Chautauqua Beach Subdivision of St. Augustine Beach for \$750,000; and

WHEREAS, the **City** desires to develop the site with off-beach parking and restrooms for a total cost of \$228,000; and

WHEREAS, the **County** desires to assist **County** residents by executing a new Interlocal Agreement with the **City**, in order to accomplish the design and construction of the off-beach parking and restrooms; and

WHEREAS, the **County** has determined that the total cost to design and construct the off-beach parking and restrooms is two hundred twenty eight thousand dollars (\$228,000.00); and

WHEREAS, the **County** has agreed to pay the **City** one hundred fourteen thousand dollars (\$114,000.00) or fifty percent (50%) of the cost of the project; and

WHEREAS, this **Agreement** establishes that the **County's** one hundred fourteen thousand dollars (\$114,000.00) contribution will be in the form of cash; and

WHEREAS, this **Agreement** establishes the terms, provisions, conditions, requirements, and obligations of both the **County**, and **City**, in order to accomplish the goals and objectives, set forth above; 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 Beach.

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. 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, 2006. This **Agreement** may be terminated at an earlier date, if the design and construction of the off-beach parking and restrooms is completed, prior to September 30, 2006, **and the County**, and the **City**, have mutually agreed that the project obligations have been met.

Section 8. Rights and Obligations of the County.

- A) Commencing on the effective date of the **Agreement**, the **County Fire Rescue Department Beach Operations Division**, shall have the right to review 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 off-beach parking and restrooms. 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 fifty percent (50%) of the reasonable costs designing, permitting, and constructing of the off-beach parking and restrooms. The **County's** payments shall be made from Tourist Development funds and/or funding sources approved under this **Agreement**.

Section 9. 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 Fire Rescue Department Beach Operations Division**, upon reasonable notice to the **City**, to monitor 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 off-beach parking and restrooms 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-imbursement of allowable costs, based upon a **County-approved** schedule of values.
- C) The **City Public Works Department** has designed and specified the elements of the off-beach parking and restrooms project, advertised for bids, enter into the Construction Contract with the lowest qualified bidder, provided inspection services, and administered the Contract for building the off-beach parking and restrooms project, all in accordance with applicable federal, state,

and local laws. Construction progress meetings will be re-imbursed at fifty percent (50%) of the reasonable cost to the **County** as reviewed and approved by the **County**, but in no event shall the **County** payment exceed one hundred fourteen thousand dollars (\$114,000.00).

- 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 payment of \$114,000 will be paid to the **City** by September 30, 2006.
- E) The **City** shall pay the Contractor, and the **County** will pay a lump-sum of \$114,000 to the **City**. The **City** shall submit monthly design/construction updates to the **County**. Each such update shall have an accompanying certificate by the **City** that details the design, construction work, and construction materials that are being paid by the **County** and certifies that such work has been accomplished, and the materials have been delivered. Additionally, each such update shall include documentation satisfactory to the **County**, that establishes that the **County's** portion is for reimbursement of reasonable costs actually incurred by the **City** for the design and/or construction of the off-beach parking and restrooms project. Each update 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 fifty percent (50%) of the invoice, but in no event shall the **County** be requested to pay more than one hundred fourteen thousand dollars (\$114,000.00). If the off-beach parking and restrooms project is not completed, and in operation, by March 31, 2007 then the **County** has the right to seek a re-imbusement of any un-used portion of the one hundred and fourteen thousand dollars (\$114,000).

Section 10. 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 Fire Rescue Department Beach Operations
Division
901 Pope Road
St. Augustine Beach, Florida 32080

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
2200 A1A South
St. Augustine Beach, Florida 32080

With a Copy To:

Director—City Department of Public Works
2200 A1A South
St. Augustine Beach, Florida 32080

Section 11. Effective Date. The effective date of this Agreement will be the later of the two following dates—either July 25, 2006, or the date that this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST: Cheryl Strickland, Clerk

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

**Deputy Clerk, Board of County
Commissioners of St. Johns
County, Florida**

By: _____
James Bryant, Chair

Date: _____

(SEAL)

ATTEST:

**CITY OF ST. AUGUSTINE BEACH,
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