

RESOLUTION NO. 2007-248

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, FLORIDA, AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County) currently has an Agreement with the City of St. Augustine (City), to construct a skate park;

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 construction of the skate park; and

WHEREAS, the Agreement between the County, and the City includes details on the rights, duties, and responsibilities of both the County and the City; 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, and authorizes the Chairman 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 4th day of September, 2007.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
Ben Rich, Chairman

RENDITION DATE 9/6/07

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made and entered into on this 13<sup>th</sup> day of August, 2007, by and between **THE CITY OF ST. AUGUSTINE**, a municipal corporation, organized under the laws of Florida, hereinafter referred to as "**the City**", and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**the County**".

### Recitals

**WHEREAS**, the City requests financial assistance in the sum of \$100,000 (one hundred thousand dollars) for the development and building of Davis Shores Neighborhood Park, to be located on the corner of A1A (Anastasia Boulevard) and Red Cox Drive in the City of St. Augustine, Florida; and

**WHEREAS**, the County has indicated that it is willing to contribute \$100,000 (one hundred thousand dollars), in order to aid in the development and construction of Davis Shores Neighborhood Park; and

**WHEREAS**, the County is willing to provide debris and construction related trash removal following the City's completion of Davis Shores Neighborhood Park; and

**WHEREAS**, the City understands that if, for any reason, the development and construction of Davis Shores Neighborhood Park is cancelled, the City shall return to the Parks Department the \$100,000 (one hundred thousand dollars) contribution, in its entirety; and

**WHEREAS**, the County and the City consent that it is in their mutual interests to enter into an Interlocal Agreement in order to accomplish the goals and objectives, set forth above; and

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

**WHEREAS**, Section 163.02, Florida Statutes (2006) authorizes the County and the City to enter into this Agreement.

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

#### **1. Effect of the Recitals.**

The above recitals are incorporated by reference into the body of this Agreement, and such recitals are adopted as findings of fact.

## **2. Contribution of Funds**

- a. No later than \_\_\_\_\_, 2007, the Parks Department shall contribute \$100,000 (one hundred thousand dollars) to the City. The express and designated purpose of the above-noted contribution is to aid the City in developing and constructing Davis Shores Neighborhood Park, which shall be owned and operated by the City.
- b. Should the development and construction of Davis Shores Neighborhood Park not be completed prior to August 1, 2010, the City shall return the \$100,000 (one hundred thousand dollars) contribution, in its entirety, to the County.

## **3. Termination.**

- a. This Agreement may be terminated by mutual consent of both parties with thirty (30) days written notice. Should this Agreement be terminated, to the extent that there are unexpended contribution funds, those funds will be returned to the County within sixty (60) days of termination this Agreement.
- b. In light of the scope and rationale for this Agreement, neither the County nor the City shall 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 and/or sell any of the rights noted in this Agreement without such prior express approval of the other party, then, notwithstanding any other provision in the Agreement, such action on the part of either the County or the City shall result in the automatic termination of this Agreement with no further notice or action required on the part of the other party.

## **4. 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, section or the proscribed application thereof, shall be severable, and the remaining portions of the Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

## **5. Governing Law and Venue.**

- a. 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.
- b. 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.

**6. Notices and Other Correspondence.**

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, FL 32084

With a copy to:

Director, Parks and Recreation Department  
2175 Mizell Road  
St. Augustine, FL 32080-9157

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:

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

(SEAL)

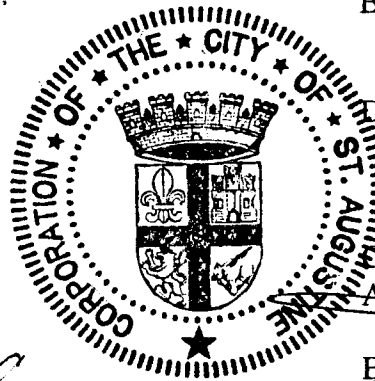
ATTEST:

*Karen Roper, CMC*  
\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*Malcolm*  
\_\_\_\_\_  
CITY ATTORNEY



By: \_\_\_\_\_  
Ben Rich, Chairman

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

CITY OF ST. AUGUSTINE, FLORIDA  
A municipal corporation

By: \_\_\_\_\_  
Joseph L. Boles, Jr., Mayor

Date: 8-13-07

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*Malcolm*  
\_\_\_\_\_  
COUNTY ATTORNEY