

RESOLUTION NO. 2007 - 91

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE MUNICIPAL SERVICE DISTRICT OF PONTE VEDRA FOR CONSTRUCTION OF A SIDEWALK, COMMENCING AT THE SOUTHERN EDGE OF DRIVEWAY AT 960 PONTE VEDRA BOULEVARD, PONTE VEDRA BEACH, FLORIDA 32802, AND CONTINUING UNINTERRUPTED TO THE SOUTHERN PROPERTY BOUNDARY AT 994 PONTE VEDRA BOULEVARD, PONTE VEDRA BEACH, FLORIDA 32802, AND AUTHORIZING THE COUNTY ADMINISTATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

RECITALS

WHEREAS, the Municipal Service District of Ponte Vedra has requested that St. Johns County, Florida enter into an Interlocal Agreement, in order to assist the Municipal Service District of Ponte Vedra construct a sidewalk along a section of Ponte Vedra Boulevard, which is located within the Municipal Service District of Ponte Vedra; and

WHEREAS, St. Johns County has considered entering into an Interlocal Agreement with the Municipal Service District of Ponte Vedra for construction of the sidewalk; and

WHEREAS, St. Johns County has reviewed the Interlocal Agreement, which attached hereto, and incorporated herein, as Exhibit "A" to this Resolution; and

WHEREAS, St. Johns County's matching participation is in the form of 36% of the construction costs plus inspection services; and

WHEREAS, St. Johns County has determined that approval and execution of such Interlocal Agreement serves a public purpose, and is in the mutual interests of both the County, and the Municipal Service District of Ponte Vedra.

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

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

Section 2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the attached Interlocal Agreement between St. Johns County, Florida, and the Municipal Service District of Ponte Vedra, in order to assist the Municipal Service District of Ponte Vedra construct a sidewalk along a section of Ponte Vedra Boulevard, which is located within the Municipal Service District of Ponte Vedra.


Section 3. The Board of County Commissioners of St. Johns County, Florida, authorizes the County Administrator to execute the attached Interlocal Agreement on behalf of the County, and any other documents necessary to carry out the terms of the Interlocal Agreement.

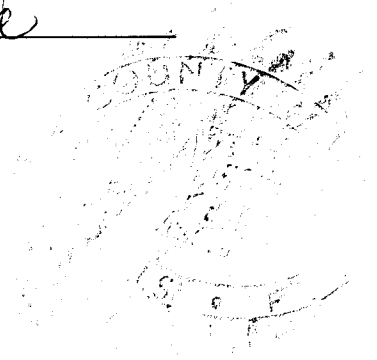
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 20th day of March 2007.

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

By: 
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 3/21/07

INTERLOCAL AGREEMENT
Municipal Service District of Ponte Vedra Sidewalk Project

THIS AGREEMENT, made and entered into this ____ day of _____ 2007, by and between the Municipal Service District of Ponte Vedra Beach, a municipal corporation, organized under the laws of Florida, hereinafter called "MSD", and St. Johns County, a political subdivision of the State of Florida, hereinafter called "County".

WHEREAS, the County, the MSD, and the area homeowners agree that a pedestrian sidewalk is desirable for the area described below.

WHEREAS, the County and the MSD recognize the desire and benefits of working cooperatively to have constructed a pedestrian sidewalk on Ponte Vedra Boulevard within the area described below.

WHEREAS, the County and the MSD have determined 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, Section 163.02, Florida Statutes, authorizes the County and the MSD to enter into this Agreement.

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 into the body of this Agreement, and said Recitals are adopted as Findings of Fact.
2. The MSD intends to have constructed, commencing at the southern edge of driveway of 960 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082 and continuing uninterrupted to the Southern Property Boundary of 994 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082, a pedestrian sidewalk further described below.
3. The pedestrian sidewalk will be located within the County's Right-of-Way on the westerly side of Ponte Vedra Boulevard, commencing and ending as described above.
4. The pedestrian sidewalk will be constructed according to the terms and conditions of the contract attached hereto as Attachment "A" and incorporated herein by reference. This shall include compliance with all standards of the St. Johns County Land Development Code ("LDC").
5. The County hereby agrees that this Agreement shall constitute an Administrative Waiver for the Construction of sidewalks within its Right-of-Way, according to section 6.02.06 of the LDC.

6. The County agrees to contribute an amount equal to thirty six percent (36%) of the total contract price for the construction of the pedestrian sidewalk as described above. This amount shall equal \$13,505. This amount shall be made payable to the "Municipal Service District of Ponte Vedra Beach " and shall be delivered to the MSD at the following address within forty-five (45) business days of the Agreement's approval and execution by the County: 200 Executive Parkway #208 Ponte Vedra Beach, FL 32082. The remaining cost of the pedestrian sidewalk construction will be contributed by the MSD and the area homeowner's association.
7. The MSD will be solely responsible for entering into a contract with a builder for the purpose of constructing the pedestrian sidewalk. The County shall not be a party to that contract.
8. Commencement of construction of the pedestrian sidewalk shall commence no later than thirty (30) business days after the execution of this Agreement. Construction of the pedestrian sidewalk shall be complete no later than _____. Each day beyond this completion date, the contract price shall be reduced by \$100.00 per day until completion of the project. Should the ultimate total contract price be less than that stated above, the MSD will refund to the County a thirty six percent (36%) share of the remaining balance.
9. Upon written notification by the MSD to the County of the completion of the pedestrian sidewalk, the County shall conduct an inspection of the project within fifteen (15) business days. Upon completion of said inspection, the County shall provide any comments, explanation of LDC violations, or ultimate approval of the project to the MSD within seven (7) business days of said inspection. Should the County provide comments or explanation of LDC violations, the MSD shall respond to such within seven (7) business days and shall have any LDC violations rectified within twenty (20) business days.
10. Upon written approval by County inspectors, the County agrees to accept perpetual responsibility and maintenance of the pedestrian sidewalk.
11. This Agreement can be amended or terminated by mutual agreement of both parties with thirty (30) days written notice. Should this Agreement be terminated, the parties will meet within one week of termination, in order to determine a) what, if any, sums of money are due, to either party, and b) what are the individual responsibilities of the parties with respect to winding up the project. Based on the termination meeting(s), the County and MSD will enter into an Amendment/Addendum to this Agreement that will set forth the rights, responsibilities, and obligations, of both the County and MSD associated with the termination of this Agreement.
12. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word,

phrase, sentence, part, subsection, section, 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.

13. 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.
14. In light of the scope and rationale for this Agreement, neither the County, nor the MSD 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 MSD assign, transfer, 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 this Agreement, such action on the part of either the County or the MSD shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
15. Both the County and MSD acknowledges that this Agreement constitutes the complete understanding of both parties. Both the County and MSD acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and MSD. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.
16. This Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.
17. 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:

Darrell M. Locklear P.E.
Assistant County Administrator
P.O. Box 349
St. Augustine, FL 32085-0349

With a Copy to:

St. Johns County Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084
Attention: H. P. (Press) Tompkins, Jr P.E.

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

Robert D. Becker II, Chairman
Municipal Service District of Ponte Vedra
200 Executive Way #208
Ponte Vedra Beach, FL 32082

With a copy to:

Douglas C. Crane, Trustee, MSD
994 Ponte Vedra Boulevard
Ponte Vedra Beach, Florida 32082

With a copy to:

Dana Current, Homeowner Representative
970 Ponte Vedra Boulevard
Ponte Vedra Beach, Florida 32082

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**MUNICIPAL SERVICE DISTRICT
OF PONTE VEDRA**

By: _____
Robert D. Becker II, Chairman
Board of Trustees
Municipal Service District of Ponte Vedra

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

By: _____

Date: _____

ATTEST:

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

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

Mallen Construction, Inc
10702 Hood Road South #8
Jacksonville, FL 32257

January 19, 2007

Contractor License # _____

(904) 880-5580
(904) 880-8761 fax

Mallen Construction (Contractor) agrees to furnish all material and labor necessary to install a sidewalk at the location listed below to conform to St. Johns, County, FL Specifications:
Commencement Date: On or about February 26, 2007

Completion Date: No later than _____

Each day beyond this completion date, the contract price will be reduced by \$100 per day until completion of job. Delays due to inclement weather during the construction period (heavy rains etc.) will be added to the completion date without penalty to seller.

Location Description:

Commencing at the "Southern edge of the driveway of 960 Ponte Vedra Boulevard, Ponte Vedra Beach, FL 32082" and continuing uninterrupted to the "northern edge of Monte Diego Drive, Ponte Vedra Beach, FL 32082"

Project Contacts:

Douglas C. Crane- Municipal Service District
Darrell M. Locklear- St. Johns County
H.P. (Press) Tompkins Jr. P.E.- St. Johns County
Mike Adams- St. Johns County
Dana R. Current – Homeowners Association

Project Terms:

The undersigned contractor (Mallen Construction, Inc.) agrees to furnish a completed county sidewalk with the following details:

Sidewalk will be constructed in accordance to St. Johns County requirements. (Section 6.02.06 of the St. Johns County Land Development Code). This includes but is not limited to; setback requirements, elevation, expansion joints, saw cuts and grade. The sidewalk, as constructed, will include a 4-inch thick, 3000 PSI minimum, white concrete sidewalk, five-feet wide with fiber mesh for additional stability. There are to be saw cuts every 10 feet and expansion joints at every 30 feet. The sidewalk will total approximately 1650 linear feet and will meet flush with existing driveway aprons. Driveways must meet the county and ADA requirements of no more than a 2% grade, as well as concrete thickness and concrete PSI. Any driveway aprons that do not meet this specification will be removed and reinstalled by the contractor. Driveways that are to be demolished and replaced are listed below in the Appendix A. If there is no driveway apron present, the contractor will install an appropriate apron to meet county requirements. The setback of the sidewalk will be at five feet from the western edge of the painted white stripe on Ponte Vedra Boulevard unless there are immovable county or utility owned objects (fire hydrant, telephone poles etc.) at which point the sidewalk will be appropriately diverted for the shortest reasonable length and then redirected back to a five-foot setback.

Contract price for the above services is \$35,505.00 Price is considered "turnkey" and will include all labor, materials, set-up and preparation work, installation, clean-up and any other outside service to complete the job to the specifications contained herein.

Continued on page 2

Initials _____

Payment will be made by the Municipal Service District of Ponte Vedra (“MSD”) to the contractor upon incremental written demand by the contractor according to the following formula: incremental payment amount will equal the square footage of sidewalk poured and set minus 20% of that per square foot rate. This payment will be made within seven (7) business days of the MSD’s receipt of written demand for payment. At the completion of construction and upon written approval by County inspection, the MSD will pay contractor the remaining 20% of the contract price. This contract is agreed to by the following undersigned:

X _____
Robert D. Becker II, Chairman
Board of Trustees
Municipal Service District of Ponte Vedra

X _____
Mallen Construction, Inc. Authorized Representative

Printed Name of Mallen Construction Inc. Authorized Representative

This is page 2 of 2 (see Appendix A on next page)

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Appendix A

Per agreement the following driveway aprons will be demolished, removed and replaced to county specifications:

Ponte Vedra Boulevard

House #	994
	981
	976
	974
	972
	970
	966 (2 driveway aprons)
	962

Initials _____

END OF APPENDIX A - REMAINDER OF PAGE LEFT INTENTIONALLY BLANK