

RESOLUTION NO. 2008- 169

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 BEACH, FLORIDA, PROVIDING A MECHANISM TO DISTRIBUTE BEACH TOLL FEES, 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 Beach, Florida (City) to implement a mechanism and/or procedure, in order to distribute Beach Toll Fees; and

WHEREAS, the County and City are authorized under Section 163, Florida Statutes (2007) to enter into an Interlocal Agreement, in order to efficiently handle the distribution of Beach Toll Fees; and

WHEREAS, the County, and the City, have determined that a new Interlocal Agreement that provides the mechanism for the distribution of Beach Toll Fees is both appropriate and necessary; and

WHEREAS, the Interlocal Agreement between the County, and the City establishes the rights, duties, and responsibilities of both the County, and City with respect to the distribution of Beach Toll Fees; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the proposed Interlocal Agreement (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 collective interests of the County and City.

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 providing a mechanism for distributing Beach Toll Fees between St. Johns County, Florida, and the

City of St. Augustine Beach, Florida, and authorizes the County Administrator to execute the above-mentioned Interlocal Agreement on behalf of St. Johns County.

Section 3. Consistent with State law, this Agreement shall be filed with the Clerk of the Circuit Court for St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 24th day of June, 2008.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterman
Deputy Clerk

By:

Thomas G. Manuel
Thomas G. Manuel, Chair



RENDITION DATE 6/27/08

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT dated _____, 2008 is entered into between the City of St. Augustine Beach ("City") and the Board of County Commissioners ("County"), who hereby agree with one another as follows:

SECTION 1. This Interlocal Agreement is entered into between the parties in accordance with Section 163.01, Florida Statutes.

SECTION 2. The purpose of this Agreement is to state the specific services that the County is to provide in connection with the management of the beach that is within the City limits of St. Augustine Beach and the revenue that is to be collected to pay for these services. beyond those general revenues already provided to maintain recognized standards of public health and safety

SECTION 3. The following words when used in this Agreement shall have the meaning set forth below:

"Beach Season" shall mean the days and hours during which motor vehicle beach service charges are collected and during which the County provides services to the City's beach in accordance with this Agreement. Said days and hours are set by ordinance or resolution of the City Commission, and may be altered from time to time.

"City Beach" shall mean the sandy beach between the mean low water line and the upland private property from the City's northern limit to the City's southern limit on the Atlantic Ocean.

"County Beach" shall mean the ocean beach that exists east of the mean low water line in St. Augustine Beach and the beach that is south of the City's southern limits.

"Motor Vehicle" shall mean any vehicle propelled by power other than muscular power. It shall not include law enforcement and emergency rescue vehicles, lifeguard vehicles, other government-owned vehicles when used for official purposes on the beach, nor vehicles used by persons or companies under contract with St. Johns County for beach clean-up, port-o-let maintenance and other activities related to activities authorized by either the County or the City.

"Service Charge" shall mean the motor vehicle beach user service charge levied on each motor vehicle allowed onto the City's beach during the beach season in accordance with any applicable City ordinance or resolution, and the amount of the charge as approved by the City Commission by ordinance or resolution.

SECTION 4. The County is hereby authorized to collect the service charge levied on motor vehicles taken onto the City Beach during the beach season. For this purpose, the County shall set up toll booths and maintain personnel at the booths. The revenues collected shall be administered by the County in accordance with this

SECTION 5. The revenues obtained from the collection of the service charge shall be expended only for the purposes described in a) and b) below:

a) to pay the costs of collecting the service charge in the City and to defray the costs of maintaining the dry sand area near the City beach access ramps and the ramps themselves during the beach season.

b) the parties recognize that a portion of vehicles that enter the beach at the Ocean Trace beach ramp do not park or stay on the City's beach but proceed south past the City's limits. Therefore, the revenues shall be expended to pay the costs of City and County motor vehicle traffic and parking control, including the costs of law enforcement personnel and law enforcement vehicles while on duty or in use on the City's beach during the beach season; to pay the costs of maintaining the dry sand area near County exit ramps and the ramps themselves during the beach season, to pay costs of collecting and removing garbage and trash from the City and County beaches during the beach season; to pay the costs of lifeguard personnel and equipment for services performed for the City and County beaches during the beach season; and for any other lawful purposes related to this Agreement which may be approved by the parties.

SECTION 6. From the revenues collected at the beach ramps in the City, the County shall provide the following:

a) Lifeguards and lifeguard towers will be placed on the City's beach, with the number, location, and hours of placement to be determined by the County's Marine Rescue Chief. The density of usage, conditions, form of usage on the beach and other determining factors will take into account the number of lifeguards.

b) Port-a-lets will be placed on the City's beach, with the number, location, and hours of placement to be determined by Beach Services Manager. The density of usage, conditions, form on the beach and other determining factors will take into account the number of containers.

c) Refuse containers will be placed on the City's beach, with the number, location, and hours of placement to be determined by Beach Services Manager. The density of usage, conditions, form on the beach and other determining factors will take into account the number of containers. The port-a-let cleaning will be on a regular set schedule by contractor with the County's Beach Services Department. Contract to be attached to this document: (Exhibit I)

d) Beach clean-up service will be controlled the County's Beach Services Manager. The trash will be on a regular set schedule by contractor with the County's Beach Services Department. Contract to be attached to this document: (Exhibit II)

e) Law Enforcement will be done by City police officers, with the County reimbursing the City. The Beach Services Fund or other county appropriation reimburse the City for per-hour cost for salary and fringe benefits for police officers, and per-mile reimbursement for the use of City police vehicles by its officers, for law enforcement activity on the City's beach. The per-mile reimbursement will be established section 112 Florida Statute. The City will be required to provide Beach Patrol Worksheet to the County Beach Services Department.

SECTION 7. The County shall provide monthly to the City a report which shall contain the following information:

- a) The amount of revenue collected at each beach ramp.
- b) The money spent during the month on each of the services (lifeguards, port-o-lets, beach clean-up, etc.) provided by the County.

The City designates the City Manager as the person to whom the County shall furnish the information required by this Section.

SECTION 8. Nothing in this Agreement shall be construed as requiring the County to furnish any law enforcement services to the City, and any law enforcement services that are described in this Agreement and are received by the City from the County Sheriff's office shall not be deemed to be services furnished by the County, but only services funded by the County.

SECTION 9. It is the intent of the parties that neither party shall secure a monetary benefit from the collection of the service charge such that excess revenues are deposited in the general fund accounts of either party or used for any purpose other than those purposes set forth in this agreement. It is contemplated by the parties that the service charge collected will be sufficient to only partially subsidize the services described in this Agreement, except that all costs incurred by the County in collecting the service charge shall be paid in full from the service charge collected.

SECTION 10. This Agreement may be terminated at the option of either party at any time upon. At least 120 (one hundred twenty) days prior to the end of the fiscal year, advance notice in writing to the other party;

SECTION 11. To the extent distributions by the County, both in cash and in kind, exceed service charge revenues, such excess shall be deemed to be a voluntary contribution to the City, provided that if the parties shall mutually agree such excess may be credited toward the next ensuing beach season. However, in the event of termination of this Agreement under Section 10, the above referenced credit, if any, shall revert to the status of a voluntary contribution to the City.

SECTION 12. The City agrees that no additional service charge need be paid for entry upon the City beach if a service charge has been paid to the County at any toll

booth located outside of the City. The County agrees that no additional service charge need be paid for entry upon the County beach if a service charge has been paid at any toll booth located in the City.

SECTION 13. The County and the City shall work together on the following:

- a) A plan for the development of off-beach parking areas by either the purchase of land or by the utilization of the public right-of-way along A1A Beach Boulevard for off-beach parking.
- b) A plan to provide beach access walkovers.
- c) A plan to provide for additional showers and sanitary facilities.
- d) A plan for beach re-nourishment.

Each year for the January City Commission meeting, the City Manager will provide a report to the Commission on actions taken jointly by the City and the County during the year on each of these plans.

A pre-season meeting by January 15th and a post-season meeting by November 15th between City and County representatives will be held each year, with other meetings as needed.

SECTION 14 The County shall remain in full compliance with its agreements with the Florida Department of Environmental Protection, the Fish and Wildlife Commission and Habitat Protection Program, and the Army Corps of Engineers.

SECTION 15 Any section of the Agreement may be changed from time to time by mutual agreement of both parties.

SECTION 16 Should any section or provision of this Agreement, or the application of any provision of this Agreement, be declared by the Courts as unconstitutional or invalid, such declaration shall not affect the validity of the remainder of this Agreement.

SECTION 17 Consistent with State law, 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. This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court after its execution by the parties hereto.

CITY OF ST. Augustine BEACH

By: _____
Rich O'Brien, Mayor

Revised 5-08

Attest:

By: _____
Max Royle, City Manager

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: _____
Michael D. Wanchick,
County Administrator

Attest: Cheryl Strickland

By: _____