

RESOLUTION NO. 2008-275

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, FOR THE DEVELOPMENT AND RESTROOMS OF POMAR PARK, TO BE LOCATED ON MASTERS DRIVE IN THE CITY OF ST. AUGUSTINE, FLORIDA AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, the City requests financial assistance in the sum of \$50,000 (fifty thousand dollars) for the development and restrooms at Pomar Park, to be located on Masters Drive in the City of St. Augustine, Florida; and

WHEREAS, the County has indicated that it is willing to contribute \$50,000 (fifty thousand dollars), in order to aid in the development and restrooms of Pomar Park; and

WHEREAS, the County is willing to provide regular scheduled cleaning; and

WHEREAS, the City understands that if, for any reason, the development and construction of restrooms at Pomar Park is cancelled, the City shall return to the Parks Department the \$50,000 (fifty 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, 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 development and restrooms at Pomar Park between St. Johns County, Florida, and the City of St. Augustine, Florida, and authorizes the County Administrator to execute the Agreement on behalf of St. Johns County.

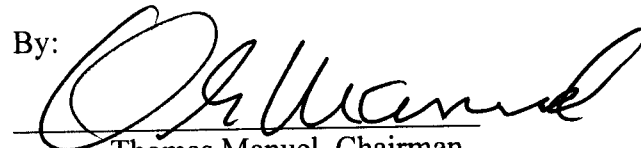
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 30th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

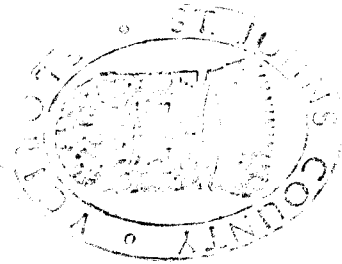
Attest:


Deputy Clerk

By:


Thomas Manuel, Chairman

RENDITION DATE 10/1/08



INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2008, 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 \$50,000 (fifty thousand dollars) for the development and restrooms at Pomar Park, to be located on Masters Drive in the City of St. Augustine, Florida; and

WHEREAS, the County has indicated that it is willing to contribute \$50,000 (fifty thousand dollars), in order to aid in the development and restrooms of Pomar Park; and

WHEREAS, the County is willing to provide regular scheduled cleaning; and

WHEREAS, the City understands that if, for any reason, the development and construction of restrooms at Pomar Park is cancelled, the City shall return to the Parks Department the \$50,000 (fifty 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 _____, 2008, the Parks Department shall contribute \$50,000 (fifty thousand dollars) to the City. The express and designated purpose of the above-noted contribution is to aid the City in developing and constructing of restrooms at Pomar Park, which shall be owned and operated by the City.
- (b) Should the development and construction of restrooms at Pomar Park not be completed prior to August 1, 2010, the City shall return the \$50,000 (fifty 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)

By: _____
Tom Manuel, Chairman

Date: _____

CITY OF ST. AUGUSTINE, FLORIDA
A municipal corporation

ATTEST:

City Clerk

(SEAL)

By: _____
Joseph L. Boles, Jr., Mayor

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

COUNTY ATTORNEY