

RESOLUTION NO. 2008 - 289

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS ASSOCIATED WITH AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE PONTE VEDRA MUNICIPAL SERVICE DISTRICT, CONCERNING CONSTRUCTION OF A SIDEWALK, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County has considered entering into an Interlocal Agreement with the Ponte Vedra Municipal Service District for construction of a sidewalk commencing at the southern edge of the property boundary of 1008 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida, and continuing uninterrupted South approximately 4,437 feet to a termination point across from the entrance to Mickler's beach park parking lot; and

WHERE AS, the County's matching participation is in the form of approximately 27% of the construction costs plus inspection services; and

WHEREAS, the County has reviewed the terms and conditions associated with the Interlocal Agreement for construction of a sidewalk (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that executing the Interlocal Agreement with the Ponte Vedra Municipal Service District for construction of a sidewalk 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 and conditions of an Interlocal Agreement between St. Johns County, Florida, and the Ponte Vedra Municipal Service District, for the construction of a sidewalk commencing at the southern edge of the property boundary of 1008 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida, and continuing uninterrupted South approximately 4,437 (four thousand, four hundred thirty-seven) feet to a termination point across from the entrance to Mickler's beach park parking lot, and authorizing the County Administrator to enter into the Interlocal Agreement, and any other necessary documents, on behalf of the County.

Section 3. To the extent necessary, St. Johns County staff may correct typographical errors and obvious mathematical errors without further consideration and/or approval of the Board of

County Commissioners, so long as neither the cost nor legal obligations to the County increase.

Section 4. Once the Interlocal Agreement is executed by both St. Johns County, and the Ponte Vedra Municipal Service District, the Clerk of the Courts, is instructed to file the executed Interlocal Agreement in the Public Records.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14th day of October, 2008.

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

By: Cyndi Stevenson
Cyndi Stevenson, Vice Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 10/16/08

INTERLOCAL AGREEMENT

Municipal Service District of Ponte Vedra Sidewalk Project

THIS AGREEMENT, made and entered into this TBD day of TBD 2008, by and between the Municipal Service District of Ponte Vedra, 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 the 1008 Ponte Vedra Boulevard Property Boundary and continuing 4067' to the Southern Property Boundary of 1106 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082, and extending another 370' south, 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:
 1. Approximately 27% of the total contract price for the construction of the 4437' pedestrian sidewalk south of the southern border of 1008 Ponte Vedra Blvd, as described above. **Under any circumstances, the County's contribution shall not exceed \$19,229.75, without further approval of the Board of County Commissioners of St. Johns County, Florida.**

These amounts 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 forty (40) business days after the execution of this Agreement. Construction of the pedestrian sidewalk shall be complete no later than ____ ____, 20___. 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 26.67%) 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 forty (40) 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 acknowledge 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:

Al Hollan, Chairman
Municipal Service District of Ponte Vedra
200 Executive Way #208
Ponte Vedra Beach, FL 32082

**MUNICIPAL SERVICE DISTRICT
OF PONTE VEDRA**

By: _____

Al Hollan, Chairman
Board of Trustees
Municipal Service District of Ponte Vedra

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

By: _____

Date: _____

ATTEST: Cherly Strickland

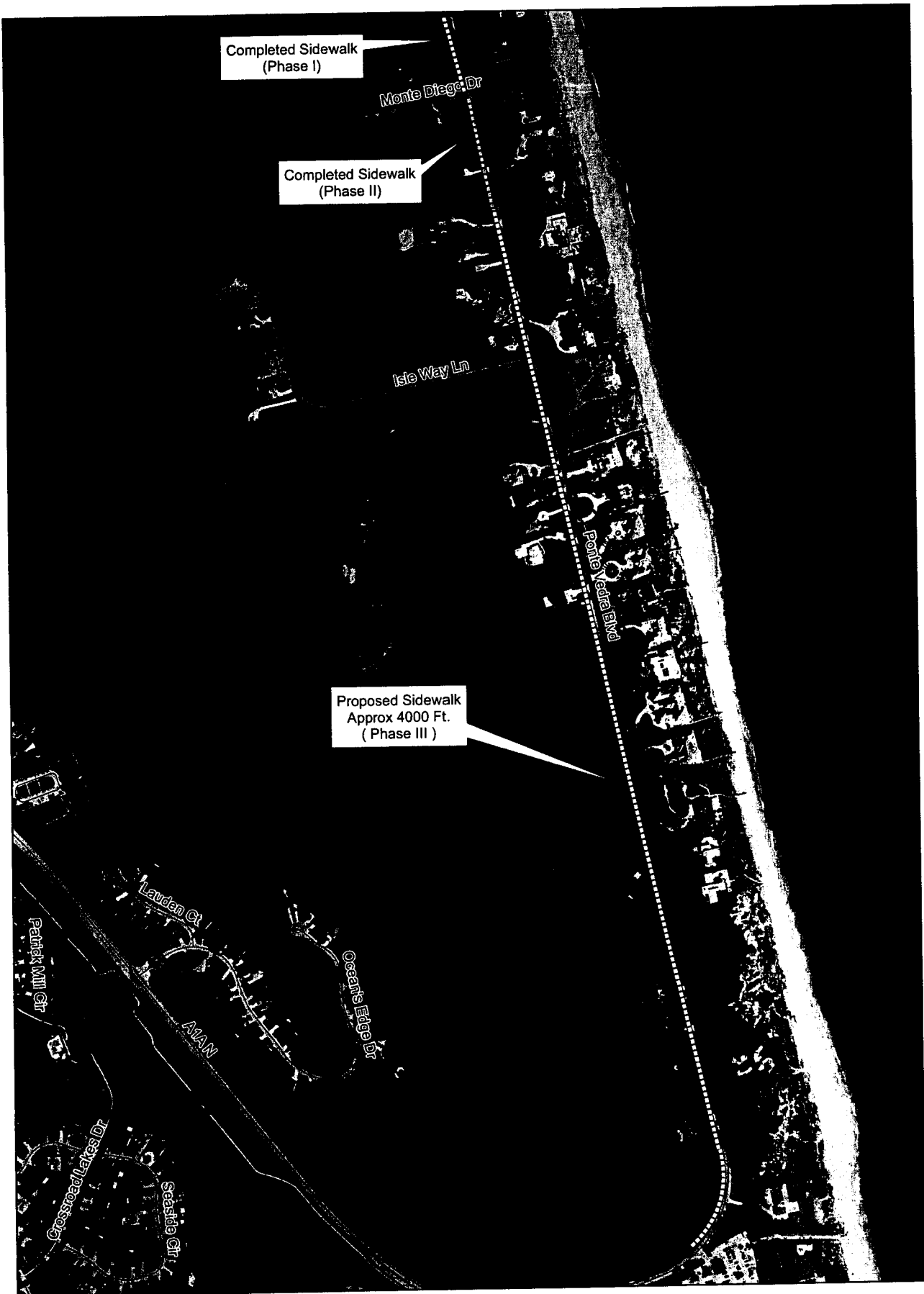
Clerk of the Board of County
Commissioners of St. Johns
County, Florida

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

COUNTY ATTORNEY

	A	B	C	D	E	F	G	H
1								
2	PROJECT COST AND BREAKOUT FOR THE PROPOSED SIDEWALK FROM 1008 PONTE VEDRA BLVD. SOUTH							
3	APPROX. 4437 FEET TO A TERMINATION POINT ACROSS FROM THE ENTRANCE TO MICKLER'S PARKING LOT.							
4								
5			Cost per	Cost of	Revenue Source for Sidewalk			
6		Square Feet	Sq. Ft.	Sidewalk	MSD	County	Residents	
7		370'x5=1850	\$3.25	\$6,012.50				
8	Sidewalk	4067'x5=20,335	\$3.25	\$66,088.75				
9	Total			\$72,101.25				
10								
11	County: 1' wide by 4067'	4067	\$3.25			\$ 13,217.25		
12	County: 5' wide by 370'	1850	\$3.25			\$6,012.50		
13	MSD: 1' wide by 4067	4067	\$3.25		\$13,217.75			
14								
15								
16								
17	BREAKOUT of the 4437 feet			\$72,101.25	\$13,217.75	\$19,229.75	\$39,653.75	
18								



www.SJCRFL.us
Project ID: FourMile



Photography Date: 3/2005
Map Printed: 4/21/2008

Ponte Vedra Blvd
Sidewalk

