

RESOLUTION NO. 2009-38

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE BEACH AND ST. JOHNS COUNTY FOR THE DESIGN AND CONSTRUCTION OF POPE ROAD SCENIC OUTLOOK AND APPROVED SHARED RESPONSIBILITIES FOR THIS NATIONAL SCENIC BYWAY PROJECT.

WHEREAS, Federal Highway Administration (FHWA) requires a FDOT certified local government's Registered Engineer to over see and supervise the design and construction of all National Scenic Byways construction projects; and

WHEREAS, St Johns County is a FDOT LAPA Certified Local government according to FHWA and FDOT standards; and

WHEREAS, the governing bodies of the City and County recognize the benefit of working cooperatively to provide professional engineering services for the design and construction of Pope Road Scenic Outlook.

WHEREAS, the City intends to contribute costs (their required 20% local match of the NSB grant award for Phase I and Phase II) needed to design and construct the Pope Road Scenic Outlook which will provide additional access to the beach and will provide opportunities for additional scenic outlooks for all residents of the City and County, as well as the traveling byway public; and

WHEREAS, the County will own the Pope Road Scenic Outlook and continue the maintenance responsibilities of this structure once it is fully constructed; and

WHEREAS, the County and the City 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, 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 (2004) authorizes the County and 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 as hereby incorporated into the body of this Resolution and adopted as findings of fact.

Section 2: The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Interlocal Agreement between the City of St. Augustine

Beach and St. Johns County, Florida, and authorizing the County Administrator to execute the Interlocal Agreement on behalf of the County.

Section 3: The Clerk of Circuit Court is instructed to file the Agreement in the public records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of February, 2009

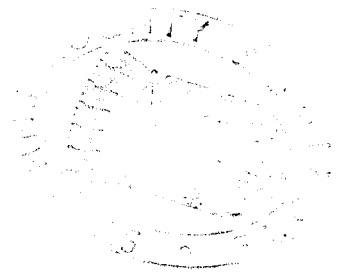
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Pam Halterman
Deputy Clerk

By: Ron Sanchez
Ron Sanchez, Vice Chair

RENDITION DATE 2/18/09

Effective Date: February 17, 2009



INTERLOCAL AGREEMENT

Pope Road Scenic Outlook – Design and Construction

THIS AGREEMENT made and entered into on this _____ day of _____, 2009, by and between the City of St. Augustine Beach, a municipal corporation, organized under the laws of Florida, hereinafter called “City,” and St. Johns County, a political subdivision of the State of Florida, hereinafter called “County.”

WHEREAS, Federal Highway Administration (FHWA) requires a FDOT certified local government’s Registered Engineer to oversee and construction supervision in the design and construction of all National Scenic Byways construction projects; and

WHEREAS, St Johns County is a FDOT LAPA Certified Local government according to FHWA and FDOT standards; and

WHEREAS, the governing bodies of the City and County recognize the benefit of working cooperatively to provide professional engineering services for the design and construction of the Pope Road Scenic Outlook.

WHEREAS, the City intends to contribute their 20% local match costs needed to design Pope Road Scenic Outlook to provide for a better interpretative communications for all residents of the City and County, as well as the traveling byway public; and

WHEREAS, the County Recreation Department will continue the maintenance responsibilities of the Pope Road Scenic Outlook once the structure is fully constructed; and

WHEREAS, the County and the City 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, 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 (2004) authorizes the County and City to enter into this Interlocal 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 County will proceed as expeditiously as possible, to advertise the Request for Proposals (RFP) for Phase I the design (preparation of working drawings) and Phase II (construction) and provide appropriate opportunities for City review and

concurrence of those areas directly affecting the City. The County's Engineering Department will supervise design and the eventual construction of the Pope Road Scenic Outlook until this project is completed.

3. The County will bid, award and administer the implementation Phase I (design) and Phase II (construction) of this project, in conformance with County's LAPA certified bid / award procedures and / or guidelines and federal FHWA construction standards.
4. The City shall provide a legal description or other legal documentation to let the county know where they would like the Pope Road Scenic Outlook to be located along Pope Road.
5. The County will provide design sketches (from the Scenic & Historic A1A Master Plan) for the Scenic Outlook.
6. The City, in an effort to expedite the implementation for the **Phase I** of FDOT LAP Agreement for the design of the Pope Road Scenic Outlook during 2008/09, will provide the county a lump sum amount of \$6,200.00, which is the city full 20% local match for Phase I (design) for the NSB Pope Road Scenic Outlook grant. From this amount, the City will be paying the County's Engineering Department a small *engineering oversight fee* of \$247.92. The county will be reimbursed 80% or \$24,800.00 of the total cost (which is \$31,000) for Phase I from the FHWA (through FDOT). From this amount, the County will be reimbursing its Engineering Department a small *engineering oversight fee of \$911.68* for construction oversight.

The City, in an effort to expedite the implementation for the **Phase II** of FDOT LAP Agreement for the construction of the Pope Road Scenic Outlook during 2009/10, will provide the county a lump sum amount of \$23,800.00, which is the city's full 20% local match for Phase II (construction) for the NSB Pope Road Scenic Outlook grant. From this amount, the city will be paying the County's Engineering Department a small *engineering oversight fee* of \$952.08. The county will be reimbursed 80% or \$91,391.68 of the total cost (which is \$95,200.00) for Phase II from the FHWA (through FDOT). From this amount, the County will be reimbursing its Engineering Department a small *engineering oversight fee of \$3,808.32* for construction oversight.

7. The City shall submit payment to the county within 45 days of the St. Johns County Board of County Commissioners (BCC) approval to expedite **Phase I** of the FDOT LAP Agreement for Pope Road Scenic Outlook in 2008/09.

During **Phase II** the city will submit payment to the county 45 days after the county has been formally informed by FDOT that construction funds are available for this project, which is anticipated during mid or later 2009 (July 2009 which is the beginning of FDOTs 2010 budget year).

8. The County periodically will inform the City about the progress of design and construction of this project as the project progresses. At the very least, progress on this project will be communicated to the City every two months or sooner as needed.
9. Should the City change their mind on the location of the Scenic Outlook, design of the Pope Road Scenic Outlook, materials used to construct the Scenic Outlook, implementation of the Scenic Outlook project will be delayed and the county may choose to modify their work effort; however, due to these modifications the original construction schedule may be modified as needed.
10. Upon the completion of the design and construction of the Pope Road Scenic Outlook, the County shall own and maintain this structure throughout its useful life.
11. This Agreement can be amended or terminated by mutual agreement by both parties within 30 days of written notice. Should this Agreement be terminated, the parties will meet within one week of termination, in order to determine the following:
 - 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 City will enter into an Amendment / Addendum to this Agreement that will set forth the rights, responsibilities, and obligations, of both the County and City 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 City 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 City, 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 City, 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 the City, acknowledges that this Agreement constitutes the complete understanding of both parties. Both the County, and the City, acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the City. It is expressly note that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, and with the Clerk for the City of St. Augustine Beach.
16. 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.
17. Unless terminated sooner, as provided herein, this Agreement shall commence as of the effective date of this Agreement, and shall continue thereafter, until and through, **December 31, 2009** for **Phase I** (*design*) or sooner, if the project is completed prior to December 31, 2009, and the County and City agree, in writing, to an earlier termination date.

Phase II will commence upon formal notification from the FDOT that construction funds are available for Phase II (*construction*) and shall continue thereafter; until, and through, **June 30, 2011** or sooner unless the project is completed prior to June 30, 2011, and the County and City agree, in writing, to an earlier termination date.

18. 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
500 San Sebastian View
St. Augustine, Florida 32084

With a Copy To:

St. Johns County Planning Division
4040 Lewis Speedway
St. Augustine, Fl. 32084

St. Johns County Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084
Attention: County Engineer

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

City of St. Augustine Beach
City Manager
2200 A1A South
St. Augustine Beach, Florida 32080

With a Copy To:

City of St. Augustine Beach
Department of Public Works
2200 A1A South
St. Augustine Beach, Florida 32080

19. The effective date of this Agreement will be the later of the following two dates— either _____, 2009, or the date that this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST:


Clerk of the Board of County
Commissioners of St. Johns
County, Florida
(SEAL)

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

By: _____
Cyndi Stevenson, Chair


Date: _____

ATTEST:



City Clerk
(SEAL)

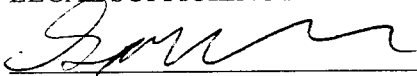
**CITY OF ST. AUGUSTINE BEACH,
FLORIDA,**
a municipal corporation

By: 

Frank Charles, Mayor

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



CITY ATTORNEY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

Exhibit A

City of St. Augustine Beach Pope Road Scenic Outlook			
FHWA's National Scenic Byway (NSB) Grant			
	Phase I	Phase II	County's Total Engineering Fee for Phase I and II
City's Local Match			
Total 20% local match	\$6,200.00	\$23,800	
County Engineering Oversight Fee	\$247.92	\$952.08	\$1,200.00
Total 20% local match minus the County's Engineering Fee	\$5,952.08	\$22,847.92	
FHWA's NSB Grant Match			
Total 80% NSB grant match	\$24,800.00	\$95,200.00	
County Engineering Oversight Fee	\$911.68	\$3,808.32	\$4,800.00
Total 80% NSB grant match minus the County's Engineering Fee	\$23,808.32	\$91,391.68	
Total Cost of the project per phase	\$31,000.00	\$119,000.00	
Total			
County Engineering Fee			\$6,000.00