

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 ST. AUGUSTINE PORT WATERWAY AND BEACH DISTRICT CONCERNING A DONATION TO ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY WATERWAY ADDRESSING PROJECT, AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, both St. Johns County, Florida (County), and the St. Augustine Port Waterway and Beach District (Port) wish to enter into a Interlocal Agreement, in order to provide monetary assistance for the St. Johns County Waterway Addressing Project; and

WHEREAS, the attached and incorporated Interlocal Agreement sets forth the relative rights, responsibilities, and obligations of both the County and Port, so that certain aspects of the St. Johns County Waterway Addressing Project donation may be preliminarily addressed; and

WHEREAS, at the time that a Contract/Agreement is entered into between the County, and Port on other aspects related to the St. Johns County Waterway Addressing; and

WHEREAS, it is in the collective best interests of both the County and Port, to have this Interlocal Agreement executed by the County.

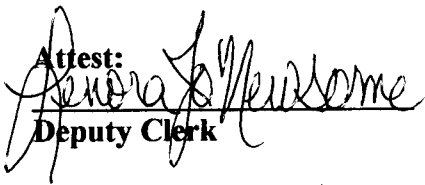
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

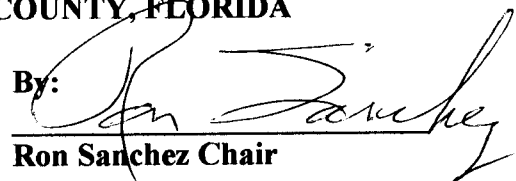
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of an Interlocal Agreement between St. Johns County, Florida, and the St. Augustine Port Waterway and Beach District, concerning the donation of \$5,500.00 to the St. Johns County Waterway Addressing Project and authorizes the County Administrator to execute the Memorandum of Understanding on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of ~~February~~_{March}, 2010.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest:

Deputy Clerk

By: 
Ron Sanchez Chair

RENDITION DATE 03/16/10

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**INTERLOCAL AGREEMENT FOR THE
PURCHASE AND INSTALLATION
OF 911 SIGNS AND MATERIALS TO BE PLACED ON
ALL ST JOHNS COUNTY BEACHES WITHIN THE
BOUNDARY OF THE ST. AUGUSTINE PORT
WATAERWAY AND BEACH DISTRICT**

This Interlocal Agreement is entered into between St. Johns County, a political subdivision of the state of Florida, (hereinafter referred to as "County"), and the St. Augustine Ports, Waterway and Beach District, a special district organized under the laws of the State of Florida, (hereinafter referred to as "District")

WHEREAS, the "District" has indicated that it would be willing to donate up to \$5,500.00 (five thousand and five hundred dollars) in order to purchase all necessary materials and signs to place appropriate 911 Emergency response signs, address markers, and materials at designated sites along St. Johns County Beaches within the boundaries of the District.

WHEREAS, the Board has determined that it is in the long-term interests of the County to accept the donation from the District with the conditions set forth in the Interlocal Agreement.

NOW THEREFORE, it is mutually understood by both the County, and the District as follows:

1. Effect of Recitals.

The above Recitals are incorporated by reference into the body of this Interlocal Agreement, and such Recitals are adopted as findings of fact.

2. Donation of Funds; Use of Funds; Return of Funds if Not Used.

No later than March, 2010 the District shall donate \$5,500 (five thousand and five hundred dollars) to the County.

The express and designated purpose of the above-noted funds is to assist the County in the purchase and installation of 260 (two hundred and sixty) 911 Emergency response signs, and 52 (fifty two) address markers and all necessary posts at certain designated sites along St. Johns County beaches within the District. Each sign will bear the logo of St. Johns County and the District.

Should either the County or the District, terminate this Interlocal Agreement as noted elsewhere in this Interlocal Agreement, prior to the completion of the purchase and the instillation of all 911 Emergency Response signs, and address markers, then the County shall return any unexpended funds to the District within sixty (60) days of termination of the Interlocal Agreement.

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3. **Public Purpose**

The Board recognizes that by entering into this Interlocal Agreement with the **District**, a public purpose is served and the interests of both the **County** and the **District** are served by the:

- a. **County** fostering a co-operative spirit with the **District** as to enhance the public safety of all residents and visitors who use the beach.

4. **Termination**

This Interlocal Agreement may be terminated only in the case of criminal conduct on the part of either the **County**, or the **District**. In such case, as noted elsewhere in this Interlocal Agreement, to the extent that there are unexpended funds, such funds shall be returned to the District within sixty (60) days of termination of this Interlocal Agreement.

5. Severability.

If any word, phrase, sentence, part, subsection, or portion of this **Interlocal 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 remaining portions of the **Interlocal Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

6. Notices

To the extent that notices are required under this Interlocal Agreement shall be in writing and served upon the **County** shall be registered or certified mail, return receipt requested, addressed to the Beach Manager, or designee, 2175 Mizell Road, St. Augustine, Florida 32080.

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To the extent that notices are required under this Interlocal Agreement shall be in writing and served upon the District shall be registered or certified mail, return receipt requested, addressed to Chairman St. Augustine Port Waterway and Beach District, P.O. Box 4512, St. Augustine, Florida 32085-4512.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ST. JOHNS COUNTY FLORIDA

By: _____

County Administrator

Date: _____

ATTEST: CHERRYL STRICKLAND

By: _____

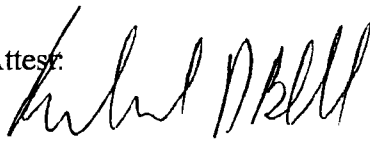
Deputy Clerk

ST. AUGUSTINE PORT, WATERWAY & BEACH DISTRICT

By: _____

Barry Benjamin Chairman

Attest:

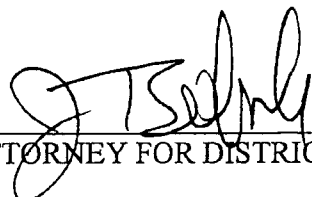


Printed Name: Richard A Bell

Title: Sec Tress

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

COUNTY ATTORNEY


ATTORNEY FOR DISTRICT