

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 FOR RESTROOM IMPROVEMENTS AT PIER PARK IN ST. AUGUSTINE BEACH, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, St. Johns County (**County**) owns and operates the Pier Park in St. Augustine Beach; and

WHEREAS, St. Johns County (**County**) desires to further develop the park with new and/or renovated restrooms for a total cost of \$200,000; and

WHEREAS, St. Johns County (**County**) desires to assist residents and visitors by executing a new Interlocal Agreement (**Agreement**) with the City of St. Augustine Beach (**City**), in order to accomplish the design and construction of the restrooms; and

WHEREAS, St. Johns County (**County**) has agreed to transfer to the City of St. Augustine Beach (**City**) the amount of two hundred thousand dollars (\$200,000.00) or approximately one hundred percent (100%) of the estimated cost of the project; and

WHEREAS, this **Agreement** establishes that St. Johns County's (**County**) two hundred thousand dollars (\$200,000.00) contribution will be in the form of cash; and

WHEREAS, this **Agreement** establishes the terms, provisions, conditions, requirements, and obligations of both the **County**, and **City**, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.02, Florida Statutes (2010) authorizes the **County**, and the **City** to enter into this **Agreement**; and

WHEREAS, it is in the collective best interests of both the **County** and **City**, to have this 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. To the extent that there are typographical or scrivener's errors that do not substantively change the tone, tenor or concept of this Resolution, the County

Administrator or designee is authorized to correct such errors without subsequent approval by the Board.

Section 3. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Interlocal Agreement between St. Johns County, Florida, and the City of St. Augustine Beach for restroom improvements at Pier Park in St. Augustine Beach and authorizes the Chair to execute the Interlocal Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of August, 2011.

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

Attest:

Pam Halterman
Deputy Clerk

By:

J. Ken Bryan
J. Ken Bryan, Chair

RENDITION DATE 8/17/11



**INTERLOCAL AGREEMENT
FOR RESTROOM PROJECT AT THE COUNTY PIER
PARK IN ST. AUGUSTINE BEACH, ST. JOHNS COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between St. Johns County (County), a political subdivision of the State of Florida, by and through its Board of County Commissioners (Board), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the City of St. Augustine Beach, Florida (City), a municipal corporation of the State of Florida, whose address is 2200 A1A South, St. Augustine Beach, Florida 32080.

RECITALS

WHEREAS, the County owns and operates the pier park in St. Augustine Beach; and

WHEREAS, the County desires to further develop the park with new and/or renovated restrooms for a total cost of \$200,000; and

WHEREAS, the County desires to assist County residents by executing a new Interlocal Agreement with the City, in order to accomplish the design and construction of the restrooms; and

WHEREAS, the County has agreed to transfer to the City the amount of two hundred thousand dollars (\$200,000.00) or approximately one hundred percent (100%) of the estimated cost of the project; and

WHEREAS, this Agreement establishes that the County's two hundred thousand dollars (\$200,000.00) contribution will be in the form of cash; and

WHEREAS, this Agreement establishes the terms, provisions, conditions, requirements, and obligations of both the County, and City, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.02, Florida Statutes (2010) authorizes the County, and the City 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:

Section 1. Effect of Recitals. The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. Rights and Obligations of the County.

- A) Commencing on the effective date of this **Agreement**, the **St. Johns County Construction Services Department** shall have the right to review all design drawings, State DEP Permit Applications and bid documents that will be developed by the **City**, in order to facilitate the construction of the restrooms. The **County** shall respond with comments or acceptance within ten (10) working days of receipt of such design drawings, permit applications, and bid documents from the **City**.
- B) The **County** shall transfer 100% of the reasonable costs, up to \$200,000.00, for the designing, permitting, and constructing of the restrooms in advance of the **City** spending or obligating any funds. The **County's** payments shall be made from Tourist Development funds as approved under this **Agreement**. The sum of \$200,000.00 will be transferred to the **City** on or before September 26, 2011.

Section 3. Rights and Obligations of the City.

- A) The **City** shall allow the **County Construction Services Department**, upon reasonable notice to the **City**, to monitor all work performed by the **City**, or its contractors, to ensure conformance with the design specifications, providing such review does not cause the **City** unreasonable delays in construction schedules. The **City** will cause the restroom project to be constructed and completed in a workmanlike manner in accordance with the approved design drawings.
- B) The **City** will submit to the **County** all documentation of allowable costs. All expenditures shall be based upon a **County-approved** schedule of values.
- C) The **City** will design and specify the elements of the restrooms project, advertise for bids, enter into one or multiple Construction Contracts with the lowest qualified bidder(s), provide inspection services, and administer the Contract for building the restrooms project, all in accordance with applicable federal, state, and local laws and in accordance specifics approved by the City Commission. The **City** shall commence construction on or before January 15, 2012.

- D) The **City** shall give advance written notice to the **County**, on any issue that will cause delay, or cause the construction schedule to change, or change the completion date.

- E) The **City** shall submit monthly design/construction updates to the **County**. Each such update shall have an accompanying certificate by the **City** that details the design, construction work, and construction materials that are being paid by the **County** and certifies that such work has been accomplished, and the materials have been delivered. Additionally, each such update shall include documentation satisfactory to the **County**, that establishes that the **County's** portion is for reimbursement of reasonable costs actually incurred by the **City** for the design and/or construction of the restrooms project. Each update from the **City** must show total costs incurred to date. If the restrooms project is not completed, and in operation, by January 30, 2013 then the **County** has the right to a re-imbusement of any un-used portion of the two hundred thousand dollars (\$200,000). Further, if the cost of the project based upon the documented allowable costs is less than \$200,000.00, then the **City** shall reimburse the remaining funds to the **County**

Section 4. Authority; General Responsibilities.

- A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the **County**, or the **City** when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this **Agreement**.

- B) This **Agreement** does not, and shall not be deemed to relieve either the **County**, or the **City**, of any of their respective obligations or responsibilities imposed upon them by law, except to the extent of the actual and timely performance of those obligations or responsibilities by either the **County**, or the **City**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

Section 5. Controlling Law/Venue. 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.

Section 6. Assignment/Transfer/Sale. 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 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 by the other party.

Section 7. Complete Expression of Agreement; Subsequent Amendment. Both the **County**, and the **City**, acknowledge 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 noted that any subsequent amendment to this **Agreement** shall be filed with both the Clerk of the Circuit Court of St. Johns County, and with the City Manager for the City of St. Augustine Beach.

Section 8. Term of this Agreement. Unless sooner terminated as provided herein, this **Agreement** shall commence as of the effective date of this **Agreement**, and shall continue thereafter until, and through, January 30, 2013. This **Agreement** may be terminated at an earlier date, if the design and construction of the restrooms is completed, prior to January 30, 2013, and the **County**, and the **City**, have mutually agreed that the project obligations have been met.

Section 9. 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, or other portion or the proscribed application thereof shall be servable, 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.

Section 10. Notices. 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:

Director - St. Johns County Construction Services Department
2416 Dobbs Road
St. Augustine, Florida 32086

With a Copy To:
Administrator – St. Johns County
500 San Sebastian View
St. Augustine, FL 32804

With a Copy To:
Director-County Parks and Recreation Department
2175 Mizell Road
St. Augustine Beach, Florida 32080

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 Manager
2200 A1A South
St. Augustine Beach, Florida 32080

With a Copy To:
Director-City Department of Public Works
2200 A1A South
St. Augustine Beach, Florida 32080

Section 11. Effective Date. The effective date of this **Agreement** will be the later of the two following dates – either _____, or the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

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

By: _____
J. Ken Bryan, Chair

Date: _____

ATTEST:

Cheryl Strickland, Clerk
St. Johns County, Florida

(SEAL)

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

Mayor

Date: _____

ATTEST:

City Manager

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

County Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

City Attorney