

RESOLUTION NO. 2012-275

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN ST JOHNS COUNTY AND FLAGLER COUNTY REGARDING THE ROLE OF ST JOHNS COUNTY IN THE DESIGN/BUILD CONSTRUCTION OF WAYFINDING SIGNS AND ADMINISTRATION OF THE LAP AGREEMENT WITH FDOT ON SR A1A; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE, TO EXECUTE THE AGREEMENT AND SUPPLEMENTAL DOCUMENTATION; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County (SJC) and Flagler County (FC) desire to enter into an Agreement which identifies the terms and provisions to which St. Johns County and Flagler County agree regarding the design/build construction of Wayfinding signs and administration of the LAP agreement with FDOT in FDOT Rights of Way; and

WHEREAS, SJC has reviewed the terms, provisions, and requirements of the Agreement, and has determined that accepting the terms of the agreement services the public interests of the citizens of St. Johns 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 adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the attached Interlocal Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

Section 3. The Board of County Commissioners further authorizes the County Administrator, or designee, to execute any supplemental paperwork/documentation necessary to accomplish the overall goal set forth in the Agreement.

Section 4. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 5. The Clerk of Court is instructed to record the original Interlocal Agreement in Official Records of St. Johns County, Florida.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of ~~September~~, 2012.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Pam Helterman  
Deputy Clerk

By: Kenneth Bryan  
Kenneth Bryan, Chair

Effective Date: 9/18/12

RENDITION DATE 9/20/12



**INTERLOCAL AGREEMENT BY AND BETWEEN  
FLAGLER COUNTY, FLORIDA AND ST JOHNS COUNTY, FLORIDA,  
REGARDING THE INSTALLATION OF SIGN IMPROVEMENTS ALONG  
THE STATE ROAD A1A RIGHT OF WAY**

THIS INTERLOCAL AGREEMENT is made and entered into this  
\_\_\_\_\_ day of September, 2012, by and between:

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**Flagler County, Florida**, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell FL 32110 (hereinafter "Flagler"); and

**St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St Augustine FL 32084 (hereinafter "St. Johns").

**Recitals**

**WHEREAS**, this Interlocal Agreement has been requested by The Friends of SR A1A Scenic and Historical Coastal Byway, Inc., a private not for profit corporation established pursuant to the laws of the State of Florida (hereinafter "Friends"); and

**WHEREAS**, the Friends have developed a project known as the "A1A Scenic & Historic Coastal Byway – Wayfinding Signage System Master Plan Implementation" (hereinafter "Project"); and

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**WHEREAS**, the Friends, submitted an application to the Florida Department of Transportation (hereinafter "FDOT") Byways Program to Design, Construct and Maintain the Project, with Flagler designated as the lead agency; and

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**WHEREAS**, the application submitted by the Friends proposes to install, construct and maintain certain wayfinding signing improvements which are required to be located within the FDOT rights-of-way on SR A1A within both Flagler and St. Johns; and

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**WHEREAS**, the Friends have a maintenance agreement with St. Johns as per St Johns County BCC Resolution 2011-325; and

**WHEREAS**, the Friends have received FDOT approval for the Project; and

**WHEREAS**, the budget amount as reflected in the Friends application and approved FDOT project totals \$630,690.00, including cash match funds through FDOT's state toll collections in the amount of \$120,000.00; Flagler cash match in the amount of \$10,000.00, and Flagler in-kind services match in the amount of \$20,000.00, and the FDOT Byways Program contributing the balance in the amount of \$480,690.00; and

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**WHEREAS**, the application submitted by the Friends and the project approved by the FDOI specify the Flagler County Engineering Department as project coordinator for the Project; and

**WHEREAS**, in the application submitted by the Friends and the project approved by the FDOT, Flagler certifies that the cash and in-kind match for the Project were available for use at the time of application; and

**WHEREAS**, it has now been requested by the Friends and by Flagler that St. Johns become the lead agency and project manager by entering into the required Local Agency Program (LAP) agreement with FDOT for the design/build Project that will implement the Project approved by the FDOT in both Flagler and St. Johns Counties.

**NOW, THEREFORE, BE IT MUTUALLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, THAT THIS INTERLOCAL AGREEMENT BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS FOLLOWS:**

**SECTION 1. RECITALS.** The recitals herein stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESIGN/BUILD PROJECT MANAGEMENT FOR WAYFINDING SIGNS.** St. Johns agrees to become the lead agency responsible for managing the Project in both Flagler and St. Johns.

**SECTION 3. LAP AGREEMENT.** St Johns agrees to enter into a LAP agreement with FDOT and, under that agreement, coordinate with the participating stakeholders.

**SECTION 4. PROJECT COORDINATOR.** The St Johns County Public Works Department, Engineering Division, will be the project coordinator for this project.

**SECTION 5. NUMBER OF SIGNS.** The project involves the design, building and installation of 74 directional and custom signs (50 vehicular directional signs and 24 custom place signs), of which, 32 vehicular directional signs and 15 custom place signs shall be in St. Johns County and 15 vehicular directional signs and 9 custom place signs shall be in Flagler County.

**SECTION 6. IN-KIND SERVICES MATCH.** St. Johns agrees to provide an in-kind services match in the amount documented by the staff activity necessary to manage the Project and the LAP agreement. The cumulative amount of this in-kind match shall be credited to the \$20,000.00 committed by Flagler in the Friends

application and FDOT approved project. Flagler shall also provide in-kind match documented by staff activity necessary to review design plans and inspect construction in Flagler County. Together these in-kind funds are anticipated to total \$20,000.00. Should the combined in-kind match fall short of the anticipated \$20,000.00, Flagler and St. John's County shall be equally responsible for the difference.

**SECTION 7. CASH MATCH.** Consistent with the Friends Application and FDOT approved project, Flagler will contribute a half of the cash match in the amount of \$10,000.00 to St. Johns or to the FDOT, as required by the LAP agreement. St. John's County shall contribute the remaining \$5,000 cash match.

**SECTION 8. PLANS REVIEW AND CONSTRUCTION INSPECTION.** Flagler may perform timely design review and construction inspection of those signs located in Flagler. St. Johns shall coordinate this review with the design/build contractor.

**SECTION 9. FDOT PERMITS.** Flagler shall serve as applicant for any FDOT permits required for signs located in Flagler County. St. Johns shall serve as applicant for any FDOT permits required for signs located in St. Johns County.

**SECTION 10. MAINTENANCE UPON COMPLETION OF CONSTRUCTION.** Upon completion of construction, St. Johns shall have no responsibility for maintenance of signs located in Flagler County.

**SECTION 11. DURATION OF AGREEMENT.** The duration of this Agreement runs from the effective date, through and until the later of 11:59 pm on June 30, 2014 or final project approval from FDOT,

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**SECTION 12. RENEWAL OF AGREEMENT.** At the expiration of the original term of this Agreement, this Agreement shall automatically renew for one subsequent term of equal length, unless either St. Johns or Flagler provides written notice to the other specifically stating the same at least one hundred eighty (180) days prior to the expiration of the term. Thereafter, this Agreement may be renewed in any manner approved by both parties hereto.

**SECTION 13. NO THIRD PARTY BENEFICIARIES.** Both St. Johns and Flagler explicitly agree, and this Agreement explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person entity.

**SECTION 14. TERMINATION FOR CAUSE.** This Agreement may be terminated with cause, upon either St. Johns or Flagler providing at least ninety (90) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination. The non-breaching party shall give rise to the notice of termination. If cured/corrected during the ninety (90) day period after written notice is given, the non-breaching party will have the option in their sole discretion to stop the termination for cause.

**SECTION 15. NOTICE OF ALLEGED VIOLATION.** To the extent that there is a violation of this Agreement that may give rise to administrative and/or judicial action, including termination of this Agreement, the non-breaching party shall provide written notice to the breaching party, within thirty (30) days of the alleged violation.

**SECTION 16. NOTICES.** All notices, consents, or other communications shall be in writing, and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service to the parties as follows:

If to St. Johns County:           Michael Wanchick  
County Administrator  
500 San Sebastian View  
St Augustine, Florida 32084

With a Copy to:                   County Attorney  
St. Johns County Attorney's Office  
500 San Sebastian View  
St. Augustine, Florida 32084

If to the Flagler County:       Craig M. Coffey  
County Administrator  
1769 E. Moody Blvd., Bldg. 2  
Bunnell, Florida 32110

With a Copy to:                   County Attorney  
Flagler County Attorney's Office  
1769 E. Moody Blvd., Bldg. 2  
Bunnell, Florida 3211

**SECTION 17. FILING.** After approval of this Agreement by the respective governing bodies of St. Johns and Flagler, and its execution by duly qualified and authorized officers of each of the parties, hereto, St. Johns shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

**SECTION 18. 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, other portion, or the proscribed and 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.

**SECTION 19. GOVERNING LAW AND 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 20. AMENDMENTS TO AGREEMENT.** Both St. Johns and Flagler acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both St. Johns and Flagler acknowledge that any amendment to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both St. Johns and Flagler.

**SECTION 21. ACCESS TO RECORDS.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

**SECTION 22. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed but one agreement.

**IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, as follows:**

**FLAGLER COUNTY, FLORIDA**

Approved by the Board of County Commissioners of Flagler County, Florida, on the 17th day of September, 2012.

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Board of County Commissioners of Flagler  
County, Florida

ATTEST:

\_\_\_\_\_  
Gail Wadsworth, Clerk of the Court  
And Ex-Officio Clerk to the Board

By: \_\_\_\_\_  
Barbara S. Revels, Chair

\_\_\_\_\_  
Rendition Date

**ST. JOHNS COUNTY, FLORIDA**

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Approved by the Board of County Commissioners of St. Johns County, Florida, on the 18th day of September, 2012.

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Board of County Commissioners of St. Johns  
County, Florida

ATTEST:

\_\_\_\_\_  
Board Clerk

By: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Rendition Date



RESOLUTION NO. 2011-325

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE FRIENDS OF A1A SCENIC AND HISTORIC COASTAL BYWAY, INC. AND ST. JOHNS COUNTY, FLORIDA, REGARDING THE INSTALLATION OF RIGHT-OF-WAY IMPROVEMENTS; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT AND SUPPLEMENTAL DOCUMENTATION; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Friends of SR A1A Scenic and Historic Coastal Byway, Inc, and St. Johns County (the "County") desire to enter into an Agreement for the design, construction, installation and maintenance of way-finding signing along various roads within the County; and

**WHEREAS**, the COUNTY has reviewed the terms, provisions, and requirements of the Agreement, and has determined that accepting the terms of the Agreement serves the public interests of the citizens of St. Johns 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 such Recitals are adopted as Findings of Fact.

**Section 2.** The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Agreement, (attached hereto and incorporated herein) and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

**Section 3.** The Board of County Commissioners further authorizes the County Administrator, or designee, to execute any supplement paperwork/documentation necessary to accomplish the overall goal set forth in the Agreement.

**Section 4.** To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15<sup>th</sup> day of November, 2011.

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

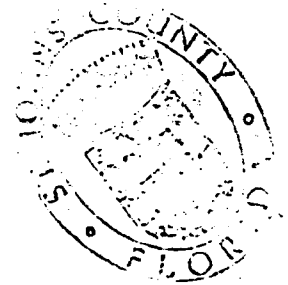
**ATTEST:**

**BY:**

*Ram Halterman*  
Deputy Clerk

*C. P. [Signature]*  
Chair

RENDITION DATE 11/18/11



**AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY, FLORIDA AND  
THE FRIENDS OF AIA SCENIC AND HISTORIC COASTAL BYWAY, INC.  
REGARDING INSTALLATION AND MAINTENANCE OF  
WAY-FINDING SIGNAGE**

This AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between St. Johns County, a political subdivision of the State of Florida (hereinafter "County"), and The Friends of SR A1A Scenic and Historical Coastal Byway, Inc., a private, not-for-profit corporation established pursuant to the laws of the State of Florida (hereinafter "Corporation").

**Recitals**

**WHEREAS**, the Corporation desires the installation of certain way-finding signs within the rights-of-way of SR A1A; and

**WHEREAS**, the installation of such signage within the State's rights-of-way requires authorization and issuance of a permit by the State of Florida Department of Transportation (hereinafter "FDOT"), and

**WHEREAS**, generally, authorization and permits by FDOT to install such signs within the State's rights-of-way are granted to local government entities such as the County; and

**WHEREAS**, the Corporation maintains that, out of necessity, the County will be required to secure all authorizations and permits needed to install the way-finding signs within the State's rights-of-way; and

**WHEREAS**, the County and the Corporation desire to enter into this Agreement to memorialize their agreement and understanding as to the permitting, installation, maintenance, repair, replacement and removal of certain way-finding signs as included in, and made part of, the Project.

**NOW THEREFORE**, in consideration of the foregoing and on the basis of establishing the expectations of the obligations of each party hereto, the parties hereby mutually agree as follows:

**Section 1. Incorporation of Recitals.**

The above Recitals are incorporated into the body of this Memorandum of Understanding, and said Recitals are adopted by the parties as Findings of Fact.

**Section 2. Duration.**

The duration of this Agreement runs from \_\_\_\_\_, 2011 through and until 11:59 pm on \_\_\_\_\_, 2021.

**Section 3. The Project.**

The term "Project" as used in this Agreement shall include the design, permitting/approval, construction and installation of way-finding signs within the State's rights-of-way of SR A1A.

**Section 4. Authorizations/Permits Secured by the County.**

The County and the Corporation agree and understand that the County will be required out of necessity to secure all requisite authorizations and permits by FDOT to install way-finding as included in, and made part of, the Project. Accordingly, any and all design plans and supplemental information necessary to secure requisite authorizations and permits for the Project shall be subject to final approval by the County. Such information may include, but is not limited to, surveys, maps, construction plans, design specifications and sign plans. It is expressly understood by the parties that any way-finding signs not included in, or made part of, the design plans or supplemental information described above shall not be maintained by the County.

**Section 5. No Commitment of County Funds.**

It is expressly noted and understood by the parties that all costs associated with design, construction, permitting and installation of the Project shall be borne solely by the Corporation. Moreover, it is further expressly noted and understood by the parties that the Corporation cannot demand that the County provide any such funds in any given County Fiscal Year.

**Section 6. On-Going Maintenance.**

A. Upon final approval by FDOT, and applicable approval by the County, of the Project, the Corporation shall be responsible for on-going maintenance as detailed below:

- i. The Corporation shall provide materials as needed for maintenance and replacement of the way-finding signs included in, and made part of, the Project for the life of the FDOT permit.
- ii. For the life of the FDOT permit, the Corporation shall provide to the County a base supply of materials for maintenance, replacement and/or repair of the way-finding signs as needed. Upon depletion of the base supply of materials, the Corporation shall either: (1) replenish the supply of materials; or (2) provide to the County adequate funding to replenish the supply of materials.
- iii. Failure by the Corporation to provide materials for the maintenance, replacement and/or repair shall be deemed cause for termination of this

agreement and removal of the way-finding signs by the County with no further notice to the Corporation.

B. For the life of the FDOT permit, the County shall provide all labor for the maintenance, replacement, repair and/or removal of way-finding signs included in, and made part of the Project.

#### **Section 7. Amendments to this Agreement.**

Both the County and the Corporation acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and the Corporation acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and the Corporation.

#### **Section 8. Assignment.**

In light of the scope and rationale for this Agreement, neither the County, nor the the Corporation may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County, or the Corporation, assign, transfer, and/or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the County, or the Corporation, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

#### **Section 9. Termination.**

This Agreement may be terminated without cause upon either the County, or the Corporation providing at least ninety (90) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the County or the Corporation intends to terminate this Agreement ninety (90) days from the date of notification (unless a date greater than ninety (90) days is specified).

This Agreement may be terminated with cause, upon either the County, or the Corporation providing at least sixty (60) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

#### **Section 10. Indemnification.**

The Corporation shall indemnify, defend, and hold the County harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees),

suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the Project. Moreover, the Corporation shall indemnify, defend, and hold the County harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the Project direct and/or indirect negligent or intentional acts or omissions associated with the above-noted actions or activities.

**Section 11. Access to Records.**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**Section 12. Relationship of the County and the Corporation.**

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County, and the Corporation.

**Section 13. No Conflict of Interest.**

The Corporation represents and warrants to the County that the Corporation has not employed or retained any elected official, officer, or employee of the County, in order to secure this Agreement. Moreover, the Corporation represents and warrants to the County that the Corporation has not paid, or offer to pay, or agreed to pay, any person, any fee, commission, percentage, brokerage, fee, incentive fee, or gift of any kind, contingent upon, or in connection with, securing and executing this Agreement.

**Section 14. No Third Party Beneficiaries.**

Both the County and the Corporation explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**Section 15. Effect of Failure to Insist on Strict Compliance with Conditions.**

The failure of either party to insist upon strict performance of any term, condition, provision, and/or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

**Section 16. Governing Law and 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 17. Compliance with Local, State, and Federal Rules, Regulations, and Laws.**

Both the County, and the \_\_\_\_\_ shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the County, State, and Federal governments.

**Section 18. Notices.**

All notices, consents, or other communications shall be in writing, and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service to the parties as follows:

If to the County: Michael Wanchick  
County Administrator  
500 San Sebastian View  
St Augustine, Florida 32084

If to the CORPORATION: Friends of Scenic and Historic Coastal Byway  
2175 Mizell Road  
St. Augustine, Florida 32080  
Attn: Ms. Anne Wilson, President

**Section 19. Captions.**

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

**Section 20. 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, 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.

**Section 21. Section Authority to Execute.**

Each party covenants to the other party/parties that it has the lawful authority to enter into this Contract/Agreement and has authorized the execution of this Contract/Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement on the month, day and year noted above.

CORPORATION: Friends of HIA

COUNTY: ST. JOHNS COUNTY

By: Anne Wilson  
Name (print)

By: \_\_\_\_\_  
Name (print)

Anne Wilson  
(Signature of authorized officer)

\_\_\_\_\_  
(Signature of authorized officer)

President  
Title

Chairman, Board of County Commissioners  
Title

11/1/11  
Date

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

ATTEST: CLERK OF CIRCUIT COURT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, who is personally known to me or who has produced N/A as identification and who  did ( did not) take an oath.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NOTARY:

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Notary of Public (Signature)

By: \_\_\_\_\_

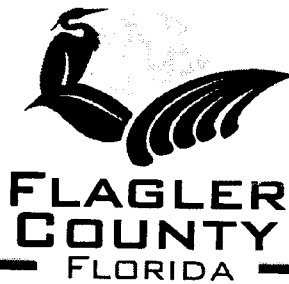
Title: \_\_\_\_\_  
Name (typed)

Date: \_\_\_\_\_



## Administration

1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)

Phone: (386)313-4001

Fax: (386)313-4101

5 September 2012

St. John's County  
Attn: Michael Wanchick, County Administrator  
Joe Stephenson, Public Works Director  
500 San Sebastian View  
St. Augustine, Florida 32084

Dear Gentlemen:

We are excited about receiving the \$600,000+ Scenic Byways Grant and partnering with our neighboring County to the north. While it has taken a while to get here, I believe the project will be a great addition to the corridor.

We appreciate St. John's County engineering staff agreeing to take the lead on project. It does seem more practical since the majority of the signs are in St. John's County and lie within more urbanized areas in St. John's County. We stand ready to assist you with any of the signage in Flagler County and anything overall we can help you with to make this project a success.

As I have previously wrote to you, Flagler County originally accepted responsibility for the \$10,000 cash funding match and \$20,000 in-kind match in order to meet the original grant deadline, even though the majority of the project was located in St. John's County. If necessary, Flagler County is willing to continue that full pledge for this multi-county project, but respectfully requests that St. John's County as a bigger and wealthier County reconsider partnering with our County for at least half of these amounts. Should you wish to partner with us on these amounts we have offered minor changes to sections six and seven. If you are unable to accommodate our request and feel you could not otherwise approve the interlocal with those changes, please disregard those modifications. I will present both versions to my Board for approval at their September 17<sup>th</sup> meeting.

I hope this reaffirms our commitment to the project and my team's strong support for your efforts. We look forward to working with you and bringing this project to fruition.

Sincerely,

Craig M. Coffey  
County Administrator

Alan Peterson  
District 1

Milissa Holland  
District 2

Barbara Revels  
District 3

Nate McLaughlin  
District 4

George Hanns  
District 5