

RESOLUTION NO. 2013-248

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN THE STATE OF FLORIDA AND ST JOHNS COUNTY FOR DESIGN OF THE STATE ROAD A1A WAYFINDING SIGNS ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of Local Agency Agreement is to allow St. Johns County to design and construct the State Road A1A Wayfinding Signs through the Florida Department of Transportation Local Agency Program as a reimbursable grant in the amount of \$600,691.

WHEREAS, the State of Florida Department of Transportation (the "DEPARTMENT"), and St. Johns County (the "COUNTY") desire to enter into the Local Agency Program Agreement; and

WHEREAS, Local Agency Program Agreement is attached and incorporated to this Resolution; and

WHEREAS, the COUNTY has reviewed the terms, provisions, and requirements of Local Agency Program Agreement, and has determined that accepting the terms of the Agreement, will service 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, conditions, provisions, and requirements of the attached Local Agency Program Agreement between the State of Florida, Department of Transportation and St. Johns County, Florida, and authorizes the County Administrator, or designee, to execute the Agreement, on behalf of the County.

Section 3. The Board of County Commissioners authorizes the County Administrator, or designee, to execute any other paperwork associated with, or necessary to accomplish, the overall goal set forth in the Agreement.

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


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

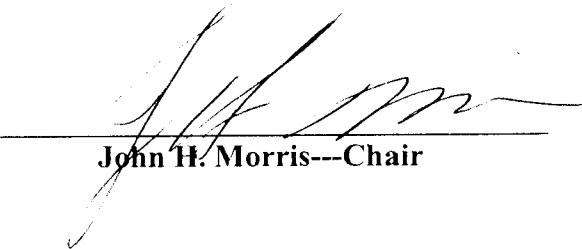
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of November, 2013.

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

ATTEST:

BY:


Pam Halteman
Deputy Clerk



John H. Morris---Chair

RENDITION DATE 12/17/13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>432850-1-58-01</u>	Fund: <u>SB</u>	FLAIR Approp: <u>088849</u>
Federal No: <u>4913 012 P</u>	Org Code: <u>55024010206</u>	FLAIR Obj: <u>790091</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: _____

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and St. Johns County Board of County Commissioners hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the installation of informational signs along SR A1A providing navigational information of the Scenic and Historic Coastal Byway along St Johns and Flagler County, Florida and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A,B,1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2015. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 600,691.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Department of Transportation
District PLEMO Office - MS 2007
Attn: Jordan L. Green, P.E., Rural Area Transportation Development Engineer
1109 South Marion Avenue
Lake City, Florida 32025
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Department of Transportation
District PLEMO Office - MS 2007
Attn: Jordan L. Green, P.E., Rural Area Transportation Development Engineer
1109 South Marion Avenue

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LOCAL AGENCY PROGRAM AGREEMENT

Lake City, Florida 32025

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Department of Transportation
District PLEMO Office - MS 2007
Attn: Jordan L. Green, P.E., Rural Area Transportation Development Engineer
1109 South Marion Avenue
Lake City, Florida 32025

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following.

- a) The Department at each of the following address(es):

Department of Transportation
District PLEMO Office - MS 2007
Attn: Jordan L. Green, P.E., Rural Area Transportation Development Engineer
1109 South Marion Avenue
Lake City, Florida 32025

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Department of Transportation
District PLEMO Office - MS 2007
Attn: Jordan L. Green, P.E., Rural Area Transportation Development Engineer
1109 South Marion Avenue
Lake City, Florida 32025

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project

commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8 (b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency

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1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written

AGENCY ST. JOHNS COUNTY BOCC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: Chair, St. Johns County BOCC

By: _____
Name: Greg Evans
Title: District Two Secretary

Attest: _____
Title:

Attest: _____
Title:

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 600,691.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 432850-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
the St. Johns County Board of County Commissioners

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project X is _____ is not on the State Highway System.

PROJECT DESCRIPTION: Installation of informational signs along SR A1A providing information of the Scenic and Historic Coastal Byway along St. Johns and Flagler County, Florida.

This project involves 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 18 vehicular directional signs and 9 custom place signs shall be in Flagler County.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Construction to be completed by June 30, 2015

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Agency is required to provide a copy of 30,60,& 90% design plans for the Department's review and approval.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS The Honorable Jay Morris, Chair St. Johns County Board of County Commissioners 500 San Sebastian View St. Augustine, Florida 32084	FPN: 432850-1-58-01
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PROJECT DESCRIPTION

Name: Installation of Informational signs along SR A1A Length: _____
 Termini: along the Scenic & Historic Coastal Byway in St. Johns and Flagler County

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2011-2012 FY: 2012-2013 FY: 2013-2014 Total Planning Cost			
Project Development & Environment (PD&E) FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total PD&E Cost			
Design FY: 2012-2013 FY: 2013-2014 FY: 2014-2015 Total Design Cost			
Right-of-Way FY: 2013-2014 FY: 2014-2015 FY: 2015-2016 Total Right-of-Way Cost			
Construction FY: 2013-2014 FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total Construction Cost	\$ 600,691.00		\$ 600,691.00
Construction Engineering and Inspection (CEI) FY: 2014-2015 FY: 2015-2016 FY: 2016-2017 Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 600,691.00		\$ 600,691.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Res 2012-275

**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
5TH day of APRIL, 2013, by and between:

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,

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,

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,

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 \$630,691.00, 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

WHEREAS, the application submitted by the Friends and the project approved by the FDOT 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 18 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.

SECTION 7. CASH MATCH. Consistent with the Friends Application and FDOT approved project, Flagler will contribute a cash match in the amount of \$10,000.00 to St. Johns or to the FDOT, as required by the LAP agreement.

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 be responsible for maintenance of signs located within St. Johns County under the terms of the maintenance agreement previously adopted under RES 2011-325. 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 of this agreement, through and until 11:59 pm on June 30, 2014 or final project approval from FDOT.

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 32110

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.

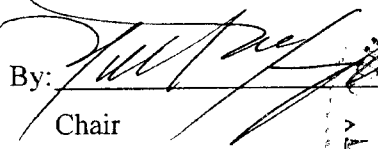
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, as follows:

FLAGLER COUNTY, FLORIDA

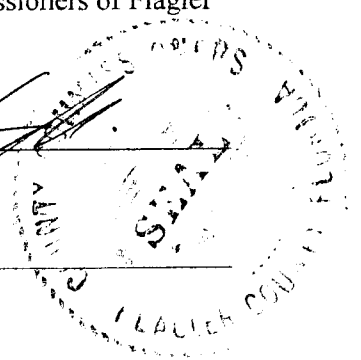
Approved by the Board of County Commissioners of Flagler County, Florida, on the 17TH day of SEPTEMBER, 2012.

Board of County Commissioners of Flagler
County, Florida

ATTEST:

Board Clerk

By: 
Chair

Rendition Date

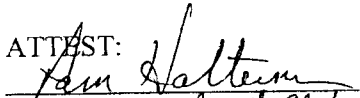


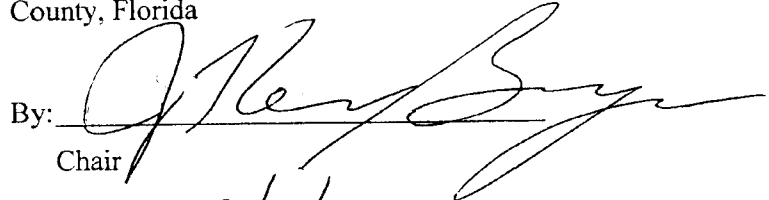
*Self →
approved by the
St. Johns County
Commissioner*

ST. JOHNS COUNTY, FLORIDA

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

Board of County Commissioners of St. Johns
County, Florida

ATTEST:

Board Clerk *Deputy Clerk*

By: 
Chair

9/20/12
Rendition Date



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

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 15th day of November, 2011.

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

ATTEST:

BY:

Ram Waltherman
Deputy Clerk

C. P. [Signature]
Chair

RENDITION DATE 11/18/11



**AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY, FLORIDA AND
THE FRIENDS OF A1A 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: _____