

RESOLUTION NO. 2013 - 264

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE MUNICIPAL SERVICE DISTRICT OF PONTE VEDRA BEACH FOR CONSTRUCTION OF A PEDESTRIAN SIDEWALK ALONG PONTE VEDRA BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Municipal Service District of Ponte Vedra Beach, Florida (“MSD”) and St. Johns County, Florida (“County”) desire to construct a pedestrian sidewalk (“Sidewalk”) along Ponte Vedra Boulevard within the boundaries of the MSD; and

WHEREAS, residents living within the MSD have raised funds which they have agreed to contribute to offset a portion of the costs of construction of the Sidewalk; and

WHEREAS, the MSD and the County have agreed upon a formula for funding the cost of construction of the Sidewalk; and

WHEREAS, the MSD and the County have determined that it is in their mutual interests to enter into an Interlocal Agreement to enable construction of the Sidewalk to occur; and

WHEREAS, Section 163.01, F.S., authorizes the MSD and the County to enter into this Agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida.

Section 1. The above Recitals are hereby adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, provisions, conditions, and requirements of the Interlocal Agreement between St. Johns County and the Municipal Service District of Ponte Vedra Beach.

Section 3. The County Administrator, or his designee, is hereby authorized to execute the Interlocal Agreement on behalf of the County for the purposes mentioned above.

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

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 3rd day of December, 2013.

ATTEST: Cheryl Strickland, Clerk

By: *Ram Halterman*
Deputy Clerk

Effective Date: 12/3/13

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: *John H. Morris*
John H. Morris, Chairman

Rendition Date: 12/5/13

**INTERLOCAL AGREEMENT
BETWEEN ST. JOHNS COUNTY AND
THE MUNICIPAL SERVICE DISTRICT OF PONTE VEDRA BEACH**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2013, by and between the Municipal Service District of Ponte Vedra Beach, Florida, ("MSD") and St. Johns County, Florida ("County").

WHEREAS, the MSD is an independent special district, located in St. Johns County, Florida and created and empowered through Chapter 2002-373, Laws of Florida; and

WHEREAS, the County is a political subdivision of the State of Florida; and

WHEREAS, residents living within the MSD have expressed their desire and request for construction of a pedestrian sidewalk ("Sidewalk") along Ponte Vedra Boulevard within the boundaries of the MSD; and

WHEREAS, those residents have also raised funds ("Residents' Funds") which they have agreed to contribute to offset a portion of the costs of construction of the Sidewalk; and

WHEREAS, both the MSD and the County agree that construction of the Sidewalk would enhance public safety and promote a sense of community within the MSD and the Ponte Vedra area and otherwise be in the public interest; and

WHEREAS, the MSD and the County have agreed upon a formula for funding the cost of construction of the Sidewalk; and

WHEREAS, the MSD and the County have determined that it is in their mutual interests to enter into an Interlocal Agreement, utilizing common powers that each entity possesses to enable construction of the Sidewalk to occur; and

WHEREAS, Section 163.02, Florida Statutes, authorizes the MSD and the County to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual authorities and interests expressed above and contained herein, it is agreed by and between the parties as follows:

1. The above Recitals are incorporated into the body of this Agreement and said Recitals are adopted as findings of fact.

2. Subject to the conditions contained herein, the County will be responsible for construction of the Sidewalk which will be located in the County Right-of-Way, on the westerly side of Ponte Vedra Boulevard, and shall extend from Corona Road going south to connect with the existing sidewalk at 960 Ponte Vedra Boulevard. The Sidewalk shall be generally consistent

in terms of dimensions and specifications with the sidewalk that it will connect with at 960 Ponte Vedra Boulevard.

3. The County will be solely responsible for any construction contracts necessary to construct the Sidewalk. The MSD will not be party to any contract entered into by the County regarding construction of the Sidewalk.

4. After construction is completed, the County will be the owner of the Sidewalk and will be solely responsible for operation and maintenance thereof.

5. The total project costs for construction of the Sidewalk has been estimated by the County to be \$380,000.00, however, the County will initiate a bidding process for the project and the results of that bidding process will determine actual final project costs.

6. Residents who live along the area where the Sidewalk will be constructed have raised \$155,000.00 to be contributed to the County to offset part of the costs for the project. Upon full execution of this Agreement, the County will accept and hold the Residents' Funds to be applied by the County towards the cost of construction of the Sidewalk. The MSD and the County understand that the residents are continuing fundraising efforts for the Sidewalk and any additional Residents' Funds that become available prior to completion of the construction of the Sidewalk will be applied toward project costs as described below in Paragraph 8, below.

7. Assuming a total project costs for construction of the Sidewalk of \$380,000, and after applying the \$155,000.00 in Residents' Funds towards project costs, the MSD and the County will each contribute \$112,500.00 towards the remaining project costs. The MSD's contribution is subject to the contingency described in Paragraph 9 below. If the total project cost, after bidding, is less than \$380,000.00, the MSD and the County will each contribute 50% of the total project costs exceeding the \$155,000.00 in Residents' Funds. If, prior to completion of construction, the residents' continuing fundraising effort yields more funds to be contributed to project costs than the \$155,000.00 presently available, then both the MSD and the County contributions towards total project costs shall be reduced in equal proportions.

8. Should bids received by the County for construction of the Sidewalk exceed \$380,000.00 the County will not proceed with the project, the Residents' Funds will be returned to the residents and this Agreement will terminate.

9. The MSD has budgeted \$76,000.00 in its Fiscal Year 2013-2014 budget, which runs through September 30, 2014. Assuming that a qualifying bid for the project is received by the County for the project that does not exceed \$380,000.00, following award of a contract for the project by the County the County will invoice the MSD for an initial MSD contribution of \$76,000.00 towards project costs. Payment shall be due for that amount within thirty (30) days following the MSD's receipt of the County's invoice. The MSD's additional contribution of \$36,500.00 will not be due until after November 1, 2014. The MSD will appropriate from funds available to it in Fiscal Year 2014-2015, if such funds are available, the additional \$36,500.00 due pursuant to this Agreement. This is not a pledge to pay funds from ad valorem revenue to be received by the MSD in Fiscal Year 2014-2015 and if no funds are available to the MSD to make

such payment, the MSD will not be obligated to pay this sum. The MSD will make every reasonable effort to appropriate funds to pay the additional \$36,500.00. The County may invoice the MSD for the remaining \$36,500.00 on or after November 1, 2014 and if the MSD has appropriated funds and available funds exist for payment of the invoice, said payment will be due within thirty (30) days following the MSD's receipt of the invoice.

10. This Agreement can be amended or terminated by mutual agreement of the parties with thirty (30) days written notice. Should this Agreement be terminated, the parties will meet within one week of termination in order to determine: a) What, if any, sums of money are due to either party; and b) what are the individual responsibilities, if any, of the parties with respect to winding up the project. Based on the termination meeting(s), the County and MSD will make reasonable efforts to enter into an Amendment/Addendum to this Agreement that will set forth the rights, responsibilities, and obligations of both the County and the MSD associated with the termination of this Agreement.

11. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

12. 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.

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

14. Both the County and the MSD acknowledge that this Agreement constitutes the complete understanding of both parties. Both the county and the MSD acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by a duly authorized representative of both the County and the MSD. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.

15. This Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.

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

Darrell M. Locklear, P.E.
Assistant County Administrator
P.O. Box 349
St. Augustine, FL 32085-0349

With a copy to:

St. Johns County Engineering Division
2740 Industry Center Rd.
St. Augustine, FL 32084
Attn: H.P. (Press) Tompkins, Jr., P.E., and

Patrick McCormack
County Attorney
500 San Sebastian View
St. Augustine, FL 32084

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

John Wegl
Board Chair
200 Municipal Way
Ponte Vedra Beach, FL 32082

With a copy to:

Wayne E. Flowers
MSD Attorney
245 Riverside Ave. Suite 150
Jacksonville, Florida 32202

[THIS SPACE LEFT INTENTIONALLY BLANK]

ATTEST:

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

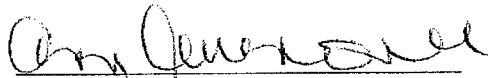
Clerk of the Board of County
Commissioners of St. Johns
County, Florida

By: _____

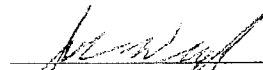
Date: _____

ATTEST:

**MUNICIPAL SERVICE DISTRICT OF
PONTE VEDRA BEACH, FLORIDA**



MSD Board Secretary



John Wegl
MSD Board Chair

Date: 11-13-2017