RESOLUTION NO. 2014-5

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA AND ST JOHNS COUNTY FOR THE STATE ROAD A1A SCENIC AND HISTORIC COASTAL BYWAY SIGNS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intent of Local Agency Agreement is to allow St. Johns County to construct and maintain the State Road A1A Scenic and Historic Coastal Byway Signs through the Florida Department of Transportation Local Agency Program.

WHEREAS, the State of Florida Department of Transportation (the “DEPARTMENT”), and St. Johns County (the “COUNTY”) desire to enter into the Construction and Maintenance Agreement; and

WHEREAS, Construction and Maintenance Agreement is attached and incorporated to this Resolution; and

WHEREAS, the original Construction and Maintenance agreement approved by Resolution 2013-247 contained an error stating the Department would construct the signs.

WHEREAS, the COUNTY has reviewed the terms, provisions, and requirements of the revised Construction and Maintenance 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. St. Johns County Resolution 2013-247 is rescinded.

Section 2. The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 3. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached Construction and Maintenance 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 4. 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 5. 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 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 21st day of January 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

ATTEST: 

Deputy Clerk

BY:

John H. Morris—Chair

RENDITION DATE 1/23/14
The Honorable Jay Morris, Chair  
St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT (REVISED)  
SR A1A Scenic & Historic Coastal Byway  
from the St. Johns County Line to the Volusia County Line  
Financial Project ID: 432850-1-58-01

Dear Chair Morris:

Enclosed are two (2) copies of the Construction & Maintenance Agreement and Approved Resolution for the subject project. Your assistance is requested to secure execution by St. Johns County BOCC.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7533.

Sincerely,

Kathy Thomas, P.E.  
District Two Program Management Engineer

KT:dj  
Enclosures

CC: Mr. Youngman Roberts, P.E., St. Augustine Maintenance Engineer  
Mr. Nick Perpich, P.E., St. Johns County Project Manager
CONSTRUCTION & MAINTENANCE AGREEMENT

This Construction & Maintenance Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the St. Johns County, Florida ("Agency").

-RECATALS-

1. The term "Property" shall refer to certain real property located in St. Johns County, Florida, owned by the Department and described as SR A1A Scenic & Historic Coastal Byway from the Duval County Line to the Flagler County Line, as shown in Exhibit "A"; and

2. The term "Improvement" means and shall refer to the construction of 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided) some of which will be located within St. Johns County and some of which will be located within Flagler County, as more particularly shown in Exhibit "B"; and

3. The Agency has requested that the Agency be allowed to construct the Improvement on or within the Property and the Department is amenable to this request pursuant to the terms and conditions of this Agreement; and

4. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department, pursuant to a separate funding agreement to be entered into by and between the Department and the Agency; and

5. The Agency shall construct the entire Improvement which shall include construction of those portions of the Improvement located within Flagler County; and

6. Construction of the portions of the Improvement located within Flagler County shall be accomplished pursuant to the attached Interlocal Agreement previously executed by and between the Agency and Flagler County, see Exhibit "C"; and

7. Upon completion of construction of the Improvement, the Agency shall maintain and repair all portions of the Improvement that are located within St. Johns County and as indicated in yellow highlighting on attached Exhibit "D"; and

8. The Department shall enter into a separate Maintenance Agreement with Flagler County for purposes of maintenance and repair of those portions of the Improvement that are located within Flagler County; and

9. By Resolution __________ dated __________, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "E".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS
The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE
The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.
3. TERM
The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY
The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract, and (B) 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.

5. COMPLIANCE
The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities (“Governmental Law”).

6. PERMITS
In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term “permit” shall also include the Department’s Construction Agreement which may be required for permanent improvements installed within the Department’s right-of-way.

7. CONSTRUCTION
A. The Agency shall furnish the Department’s Local Maintenance Engineer (“LME”) with four (4) signed and sealed copies of the construction plans and specifications for the Improvement (“Plans and Specifications”) prepared by a Florida registered professional engineer, or landscape architect providing professional services pursuant to Chapter 481, Florida Statutes, together with a construction schedule (“Construction Schedule”) and such other documentation as the Department may require.

B. The Agency shall not commence construction of the Improvement until such time as the LME issues final written approval of the Plans and Specifications and Construction Schedule for the Improvement via issuance of one or more appropriate Department permits.

C. The Agency shall not make any changes to the approved Plans and Specifications for the Improvement without the prior written approval of the LME. Changes to the approved Plans and Specifications for the Improvement absent the prior written approval of the LME shall be deemed a material breach of this Agreement.

D. The Agency shall provide the Department with a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Improvement.

E. The Agency shall complete construction of the Improvement in accordance with the Construction Schedule and shall provide the Department’s LME with written notice of completion of construction of the Improvement, including, final as-built plans and an engineering certificate that construction was completed in accordance with the Plans and Specifications. Thereafter, the LME, or designee, shall perform a final inspection. If the construction is in compliance with the Plans and Specifications and applicable Governmental Law, the Department shall issue a final acceptance letter (“Final Acceptance”). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate
local, state, federal, administrative, regulatory or environmental entity. The Department shall notify the Agency in writing if the construction is deficient or not in compliance with the Plans and Specifications and applicable Governmental Law. Thereafter, the Agency shall have thirty (30) days from the date of the Department’s written notice, or such other time as the Department and Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same. The Department shall not issue its Final Acceptance until the deficiency / non-compliance is corrected.

F. If the deficiency is not corrected timely, or if the Department determines that the construction remains deficient or non-compliant after receipt of the Agency’s written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvement and restore the Property pursuant to the “Removal” section of this Agreement; or (3) correct the deficiency at the Agency’s sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the “Payment” section of this Agreement.

G. The Plans and Specifications, Construction Schedule, final as-built plans and engineering certificate for the Improvement are incorporated herein and made part of this Agreement by reference.

8. MAINTENANCE & REPAIR

A. The Agency shall maintain and repair all portions of the Improvement located within St. Johns County as indicated by yellow highlighting on Exhibit “D” at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department’s written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency’s written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvement and restore the Property pursuant to the “Removal” section of this Agreement; or (3) correct the deficiency at the Agency’s sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the “Payment” section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the “Payment” section of this Agreement.

9. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Improvement if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the “Construction” and “Maintenance & Repair” sections hereof.
C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

10. UTILITIES
The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

11. MAINTENANCE OF TRAFFIC
A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

12. REMOVAL
A. The Department may require the Agency to remove the Improvement and restore the Property to the condition that existed immediately prior to the Effective Date of this Agreement if the Department determines: (1) the Improvement is not constructed or maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) the Agency breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvement will benefit the Department in the conduct of its business. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

B. Removal and restoration shall be completed by the Agency in accordance with applicable Governmental Law, specifically including the Department’s Standard Specifications for Road and Bridge Construction.

C. Should the Agency fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Agency's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

13. PERMISSIVE USE
This Agreement creates a permissive use only and neither the granting of permission to use the Property, nor construction of the Improvement on or within the Property shall operate to create or vest any property right in or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

14. EMINENT DOMAIN AND DAMAGES
Under no circumstances shall the Department’s exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department’s exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department’s exercise of any right provided in this Agreement.
15. DUE DILIGENCE & WARRANTIES
A. All due diligence requirements related to the Agency’s negotiation, execution and performance of this Agreement are the sole responsibility of the Agency.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Property; and (2) merchantability or fitness for a particular purpose.

16. PAYMENT
All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within forty-five (45) days of the date of the invoice (“Due Date”). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

17. INDEMNIFICATION
A. To the extent allowable by law the Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys’ fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency’s performance, or breach, of this Agreement (“Liabilities”). The term “Liabilities” shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act (“RCRA”), the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Clean Air Act (“CAA”) and the Clean Water Act (“CWA”). The Agency’s duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency’s obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department’s option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department’s written notice of claim for indemnification to the Agency. The Agency’s inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY
Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party’s sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

19. NOTICE
All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

**Department:**
Florida Department of Transportation  
Attention: Youngman Roberts, P.E.  
St. Augustine Maintenance Engineer  
3600 DOT Road  
St. Augustine, Florida 32284

**Agency:**
The Honorable Jay Morris, Chair  
St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084
20. GOVERNING LAW
This Agreement shall be governed in all respect by the laws of the State of Florida.

21. INITIAL DETERMINATION OF DISPUTES
The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

22. VENUE AND JURISDICTION
A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

23. JURY TRIAL
The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

24. ASSIGNMENT
The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the City from delegating its duties hereunder, but such delegation shall not release the City from its obligation to perform the Agreement.

25. THIRD PARTY BENEFICIARIES
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

26. VOLUNTARY EXECUTION OF AGREEMENT
Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

27. ENTIRE AGREEMENT
This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

28. EXECUTION OF DOCUMENTS
The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

29. SUFFICIENCY OF CONSIDERATION
By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.
30. WAIVER
The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

31. INTERPRETATION
No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

32. CAPTIONS
Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

33. SEVERANCE
If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

34. COMPUTATION OF TIME
In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

35. MODIFICATION OF AGREEMENT
A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

36. ANNUAL APPROPRIATION / FUNDING
Pursuant to §339.1365(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of thirty-five (35) pages, including exhibits.
Florida Department of Transportation
By: ____________________________
Printed Name: ____________________
Title: ____________________________
Date: ____________________________

Attest:
By: ____________________________
Printed Name: ____________________
Title: ____________________________
Date: ____________________________

Legal Review:
By: ____________________________
Office of the General Counsel
Florida Department of Transportation

St. Johns County
By: ____________________________
Printed Name: ____________________
Title: ____________________________
Date: ____________________________

Attest:
By: ____________________________
Printed Name: ____________________
Title: ____________________________
Date: ____________________________

Legal Review:
By: ____________________________
Legal Counsel for Agency
Project Location: SR A1A Scenic & Historic Coastal Byway from the Duval County Line to the Flagler County Line
EXHIBIT "B"

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)

A1A Scenic & Historic Coastal Byway - Proposed Wayfinding Sign Locations (Segment 1)

Basemap Layers:
- A1A Scenic & Historic Coastal Byway
- Interstate Highway
- Toll Road
- US Highway
- State Route
- Other Major Road

Legend:
- City or Town or Community
- Park & Recreational Area
- County Boundary
- Water
Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)

A1A Scenic & Historic Coastal Byway - Proposed Wayfinding Sign Locations (Segment 2)
EXHIBIT “B” Cont.

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)
EXHIBIT "B" Cont.

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)

A1A Scenic & Historic Coastal Byway - Proposed Wayfinding Sign Locations (Segment 4)
EXHIBIT "B" Cont.

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)
EXHIBIT "B" Cont.

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)
**Project Improvement:** St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)

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**Exhibit “B” Cont.**
EXHIBIT "B" Cont.

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided)
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EXHIBIT "B" Cont.

Project Improvement: St. Johns County will construct all 50 vehicular directional signs and 24 custom place signs (12 welcome custom signs which may be double sided).
EXHIBIT "C"
Interlocal Agreement

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
17th day of April, 2015, 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 signage 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 DUTY 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(1)(1), 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.
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.

[Signature]
Chair

ST. JOHNS COUNTY, FLORIDA

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

[Signature]
Chair

Rendition Date
EXHIBIT "C" Cont.

Interlocal Agreement

RESOLUTION NO. 2012-175

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, scriveners 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.
Exhibit "C"
Interlocal Agreement

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of September, 2012.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:  By:  
Deputy Clerk  P. Kenneth Bryan, Chair

Effective Date: 9/18/12

RENDITION DATE 9/20/12
EXHIBIT "D"

Maintenance/Repair: St. Johns County will maintain/repair 32 (Highlighted in yellow) vehicular directional signs and 15 (Highlighted in yellow) custom place signs (12 welcome custom signs which may be double sided).
EXHIBIT "D" Cont.

Maintenance/Repair: St. Johns County will maintain/repair 32 (Highlighted in yellow) vehicular directional signs and 15 (Highlighted in yellow) custom place signs (12 welcome custom signs which may be double sided).
EXHIBIT "D" Cont.

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EXHIBIT "D" Cont.

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