

RESOLUTION 2019 - 423

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONSTRUCTION AGREEMENT BETWEEN THE COUNTY AND THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA REGARDING LONGLEAF PINE PARKWAY PEDESTRIAN CROSSING IMPROVEMENTS; AUTHORIZING THE CHAIR TO EXECUTE THE CONSTRUCTION AGREEMENT ON BEHALF OF THE COUNTY; AMENDING THE FISCAL YEAR 2020 TRANSPORTATION TRUST FUND BUDGET TO RECEIVE UNANTICIPATED REVENUE; AND AUTHORIZING EXPENDITURE OF THE UNANTICIPATED REVENUE BY THE ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT.**

**WHEREAS**, the School District owns and operates Freedom Crossing Academy located at 1365 Shetland Drive, Saint Johns, Florida 32259 (“Freedom Crossing”); and

**WHEREAS**, Shetland Drive, Longleaf Pine Parkway, and Mahogany Bay Drive within St. Johns County are all County-owned rights-of-way and part of the County Road System; and

**WHEREAS**, Shetland Drive, including the intersection with Longleaf Pine Parkway and Mahogany Bay Drive, serves as a primary vehicular and pedestrian access for Freedom Crossing staff, students, and visitors, in addition to access for other residential, commercial, and industrial users; and

**WHEREAS**, an ongoing increase in traffic, partly as a result of the construction of Freedom Crossing to accommodate student population growth, has caused inconvenience to, and safety concerns for, staff, students, and visitors accessing Freedom Crossing via Shetland Drive, in addition to other users of Shetland Drive, Longleaf Pine Parkway, and Mahogany Bay Drive; and

**WHEREAS**, the County owns certain recreational facilities located at 1401 Shetland Drive, Saint Johns, Florida 32259, adjacent to Freedom Crossing (“County Recreational Facilities”), the users of which have likewise been inconvenienced by the increase in traffic; and

**WHEREAS**, the School District and the County have identified certain right-of-way improvements, including creation of an identified pedestrian crossing and related pedestrian lights and signage (“Crossing Improvements”) that may ease the traffic concerns identified by the School District and the County, for all of which Freedom Crossing and the County Recreational Facilities are among the identified causes and beneficiaries; and

**WHEREAS**, the County has reviewed the Crossing Improvements and determined that, while not included as a County capital improvement project, upon identification of an appropriate funding source, design and construction of the Crossing Improvements would be in the public interest; and

**WHEREAS**, the County has preliminarily estimated the costs and expenses for the design and construction of the Crossing Improvements to total \$176,000.00 (“Preliminary Cost Estimate”); and

**WHEREAS**, in order to facilitate the completion of the Crossing Improvements to relieve the traffic concerns identified by the School District and the County, the County and the School District have agreed to an arrangement whereby the County will design and construct the Crossing Improvements in a collaborative process with the School District, and the School District will contribute to funding the work with a one-time payment to the County in the amount of half of the Preliminary Cost Estimate; and

**WHEREAS**, the County and the School District wish to enter into this Agreement in order to formally memorialize the above arrangement; and

**WHEREAS**, the County and the School District have determined that the funding, design, and construction of the Crossing Improvements serve a public purpose; and

**WHEREAS**, in Fiscal Year 2020, the County budgeted for certain road construction and capital improvement projects as approved by the Board of County Commissioners in the Fiscal Year 2020 Budget; and

**WHEREAS**, the County, when preparing its budget for Fiscal Year 2020, did not anticipate receiving funds from the School Board for the Crossing Improvements; and

**WHEREAS**, the School Board has agreed to pay the County \$88,000 for the Crossing Improvements; and

**WHEREAS**, recognizing and appropriating the \$88,000 to the Transportation Trust Fund and authorizing its expenditure by the Public Works Department will allow payment of expenses associated with the design and construction of the Crossing Improvements.

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

Section 1. The above recitals are hereby adopted as findings of fact and incorporated herein.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Construction Agreement between the St. Johns County and the School Board of St. Johns County, Florida, and authorizes the Chair to execute the Construction Agreement on behalf of the County, in substantially the same form and format as attached.

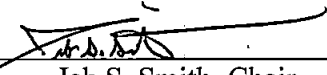
Section 3. The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$88,000 into the Traffic & Transportation, Transportation Trust Fund and authorizes its expenditure by the Public Works Department.

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

Section 5. The Clerk of Courts of St. Johns County is instructed to file the Construction Agreement in the public records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 3 day of December, 2019.

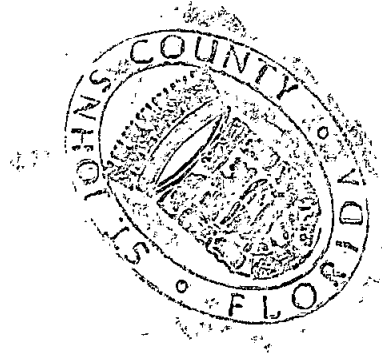
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By:   
Deputy Clerk

REMDITION DATE 12/5/19



## CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into by and between ST. JOHNS COUNTY, a political subdivision of the state of Florida ("County"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and the SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, a unit of local government charged with operating the public schools of St. Johns County ("School District"), whose address is 40 Orange Street, St. Augustine, Florida 32084.

### RECITALS

WHEREAS, the School District owns and operates Freedom Crossing Academy located at 1365 Shetland Drive, Saint Johns, Florida 32259 ("Freedom Crossing"); and

WHEREAS, Shetland Drive, Longleaf Pine Parkway, and Mahogany Bay Drive within St. Johns County are all County-owned rights-of-way and part of the County Road System; and

WHEREAS, Shetland Drive, including the intersection with Longleaf Pine Parkway and Mahogany Bay Drive, serves as a primary vehicular and pedestrian access for Freedom Crossing staff, students, and visitors, in addition to access for other residential, commercial, and industrial users; and

WHEREAS, an ongoing increase in traffic, partly as a result of the construction of Freedom Crossing to accommodate student population growth, has caused inconvenience to, and safety concerns for, staff, students, and visitors accessing Freedom Crossing via Shetland Drive, in addition to other users of Shetland Drive, Longleaf Pine Parkway, and Mahogany Bay Drive; and

WHEREAS, the County owns certain recreational facilities located at 1401 Shetland Drive, Saint Johns, Florida 32259, adjacent to Freedom Crossing ("County Recreational Facilities"), the users of which have likewise been inconvenienced by the increase in traffic; and

WHEREAS, the School District and the County have identified certain right-of-way improvements, including creation of an identified pedestrian crossing and related pedestrian lights and signage, a conceptual plan of which is reflected in attached Exhibit A ("Crossing Improvements"), that may ease the traffic concerns identified by the School District and the County, for all of which Freedom Crossing and the County Recreational Facilities are among the identified causes and beneficiaries; and

WHEREAS, the County has reviewed the Crossing Improvements and determined that, while not included as a County capital improvement project, upon identification of an appropriate funding source, design and construction of the Crossing Improvements would be in the public interest; and

WHEREAS, the County has preliminarily estimated the costs and expenses for the design and construction of the Crossing Improvements to total \$176,000.00 ("Preliminary Cost Estimate"); and

WHEREAS, in order to facilitate the completion of the Crossing Improvements to relieve the traffic concerns identified by the School District and the County, the County and the School

District have agreed to an arrangement whereby the County will design and construct the Crossing Improvements in a collaborative process with the School District, and the School District will contribute to funding the work with a one-time payment to the County in the amount of half of the Preliminary Cost Estimate; and

WHEREAS, the County and the School District wish to enter into this Agreement in order to formally memorialize the above arrangement; and

WHEREAS, the County and the School District have determined that the funding, design, and construction of the Crossing Improvements serve a public purpose.

NOW, THEREFORE, in consideration of the mutual obligations set forth below and other good and valuable consideration, the sufficiency of which is mutually acknowledged, the County and School District agree:

1. Recitals. The above recitals are true and correct and incorporated by reference into this Agreement as findings of fact.

2. School District Obligations. No later than thirty (30) days after the effective date of this Agreement, the School District shall pay the County the sum of Eighty-Eight Thousand Dollars and No/100 (\$88,000.00) for the design and construction of the Crossing Improvements. The parties understand and agree that said payment is a one-time payment and that the School District shall in no event be required or obligated to make any further or additional payment or financial contribution for the costs and expenses for the design and construction of the Crossing Improvements. The parties further understand and agree that the County shall not be required to refund the School District any portion of the School District's payment, if, upon completion of construction and approval of the Crossing Improvements, the final costs and expenses incurred by the County total less than the Preliminary Cost Estimate.

3. County Obligations. Upon receipt of the payment by the School District provided for in Section 2, above, the County shall commence the design and construction, or have designed and constructed, the Crossing Improvements. The County shall provide for all design, project management, construction management, inspection, obtaining and coordination of permits, and contract close-out for the construction of the Crossing Improvements. The design and construction of the Crossing Improvements, including the design and construction schedules, shall be at the County's direction and approval, but with good faith coordination with the School District, including but not limited to periodic status conferences between the County and the School District operations staff, subject to all applicable federal, state, and local laws and regulations. The County shall notify the School District upon approval of a design for the Crossing Improvements and advise the School District within twenty-eight (28) days before the date of commencement of construction of the Crossing Improvements.

4. Availability of Funds.

a. The County's performance under this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of section 129.07, Florida Statutes, funds expended by the County under this

Agreement shall not exceed the amount appropriated in the County's budget for that purpose. Nothing in this Agreement shall create any obligation on the part of the Board to appropriate funds for the County's performance under this Agreement in any given fiscal year.

b. The School District's performance under the Agreement is contingent upon the appropriation of sufficient funds for that purpose by the School Board. Pursuant to the requirements of sections 1011.01, 1011.012, and 1011.16, Florida Statutes, funds expended by the School District under this Agreement shall not exceed the amount appropriated in the School District's budget for that purpose. Nothing in this Agreement shall create any obligation on the part of the School Board to appropriate funds for the School District's performance under this Agreement in any given fiscal year.

5. Notice. All notices to the County shall be delivered either by hand (receipt of delivery required) or by certified mail to:

County Administrator  
500 San Sebastian View  
St. Augustine, FL 32084

Copy: Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

All notices to the School District shall be delivered either by hand (receipt of delivery required) or by certified mail to:

St. Johns County School District Superintendent  
40 Orange Street  
St. Augustine, FL 32084

Copy: St. Johns County School District Attorney  
Sidney F. Ansbacher  
Upchurch, Bailey and Upchurch, P.A.  
P.O. Box 3007  
St. Augustine, FL 32085-3007

All other correspondence not classified as notices may be delivered, disseminated, or submitted by any means acceptable to both parties, specifically including facsimile, email, or text messaging.

6. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. Compliance with All Federal, State, and Local Laws. The parties shall comply will all applicable requirements of federal, state, and local law in their performance of this Agreement. To the extent that any party must obtain any permit, license, or approval in order to perform its

obligations under this Agreement, that party shall be responsible for obtaining such permit, license, or approval at its own expense.

8. Third Party Beneficiaries. This Agreement does not confer or infer third party beneficiary status or interest to any other person or entity.

9. Relationship of the Parties. This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and the School District.

10. Force Majeure. The County shall not be held in default, breach, violation, or noncompliance with the terms, provisions, conditions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including revocation, cancellation, or termination of this Agreement) where such noncompliance or alleged default, breach, or violation occurred and/or was caused by circumstances beyond the County's control, including without limitation acts of God, fire, flood, natural disasters, or otherwise; provided, however, the County shall use its best efforts to overcome such force majeure event.

11. Non-Waiver. The failure of either party to insist upon the strict performance or compliance with any provision of this Agreement shall not constitute a waiver or relinquishment of such provision on any subsequent occasion, and all such provisions shall remain in effect unless waived or relinquished in writing.

12. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the state of Florida. Venue for any action related to this Agreement shall lie exclusively in St. Johns County, Florida.

13. Dispute Resolution. If a dispute arises with respect to any right or duty arising under this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process, including but not limited to that established in chapter 164, Florida Statutes, before resorting to litigation.

14. Severability. If any part of this Agreement, or the application thereof, is declared illegal, void, unconstitutional, invalid, or otherwise unenforceable for any reason, such part shall be severable, and the remaining portions of the Agreement shall remain in effect.

15. Entire Agreement. The parties acknowledge that this Agreement, together with all exhibits and documents incorporated herein, contains the complete agreement and understanding between the parties. No representations or promises have been made except those that are specifically provided herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to the subject matter of this Agreement. Any amendment to this Agreement shall be in writing and executed by a duly authorized representative of each party.

16. Section Headings. All section and descriptive headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

17. Authority to Execute. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, and the constitutional and statutory powers of the County and the School District. Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

18. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

19. 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.

20. Effective Date. This Agreement shall become effective upon filing a copy executed by both parties with the Clerk of the Circuit Court of St. Johns County.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES FOUND ON FOLLOWING PAGES]



COUNTY

Signed, witnessed, executed and acknowledged on this \_\_\_\_ day of \_\_\_\_\_,  
2019.

WITNESS:

ST. JOHNS COUNTY, a political  
subdivision of the State of Florida

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

Print Name: \_\_\_\_\_

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

Jeb S. Smith, Chair

ATTEST: \_\_\_\_\_, Clerk

Approved as to legal sufficiency:

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

Deputy Clerk

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

County Attorney

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this 12<sup>th</sup> day of November, 2019.


WITNESS:

By:   
Print Name: Vicki Moody


SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA, a unit of local  
government charged with operating the public  
schools of St. Johns County

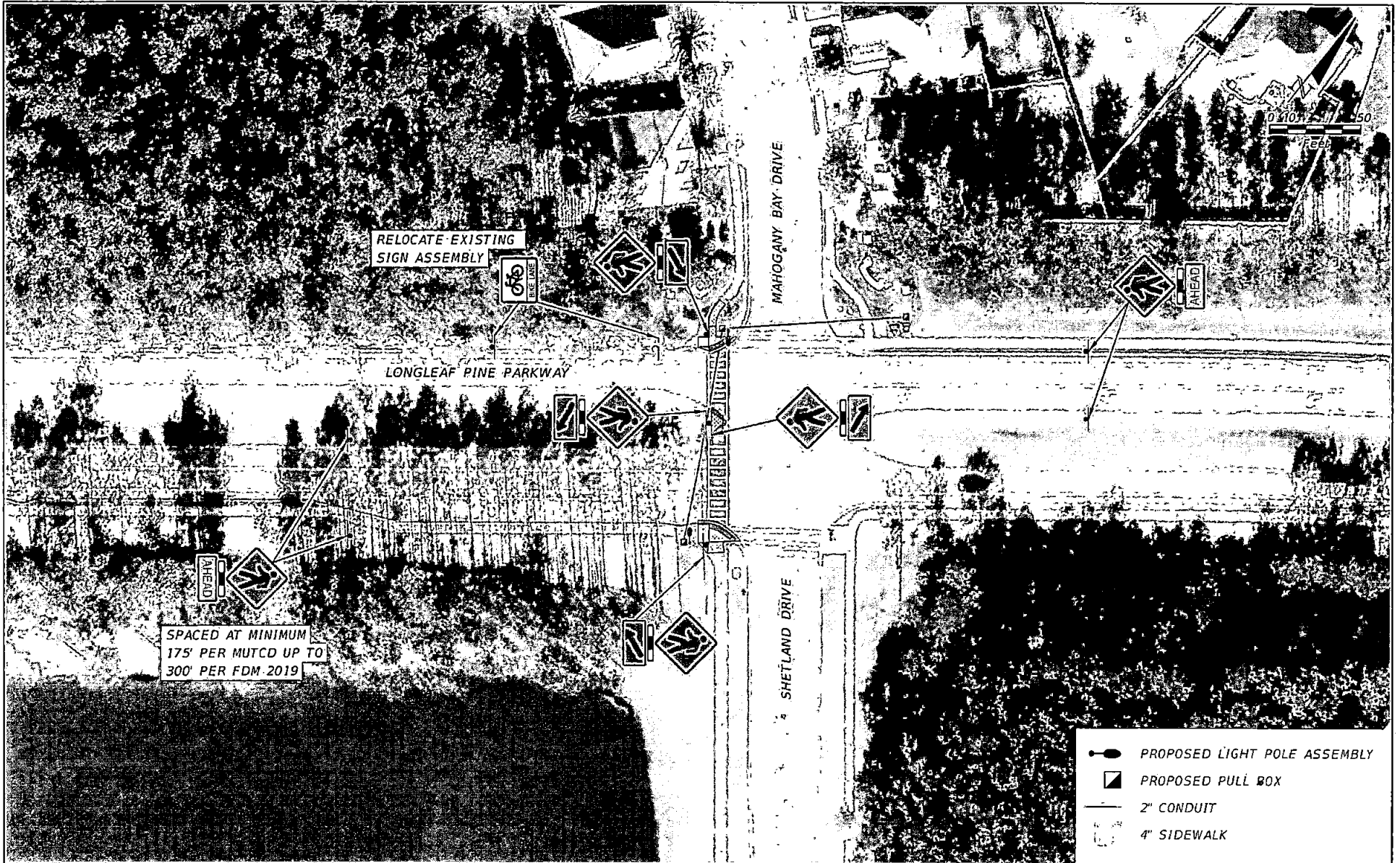
By:   
Kelly Barrera, Chair

ATTEST:

By:   
Tim Forson, Superintendent of Schools

Approved as to legal sufficiency:

By:   
Sidney F. Ansbacher



LONGLEAF PINE PARKWAY AT SHETLAND DRIVE / MAHOGANY BAY DRIVE

CONCEPTUAL PLAN  
RRFB PEDESTRIAN CROSSING

EXHIBIT A