

RESOLUTION 2009- 250

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, (COUNTY) AND THE ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT (DISTRICT) FOR THE BENEFIT OF THE PUBLIC; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY; AND INSTRUCTING THE CLERK OF THE CIRCUIT COURT TO FILE THE INTERLOCAL AGREEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, Florida Statutes authorize governmental units to cooperate to provide services for mutual benefit; and

WHEREAS, the County desires to accept \$50,000.00 from the District for use in construction of a bulkhead on County's property at 179 Marine Street, also known as the St. Johns County Council on Aging (COA) River House (River House); and

WHEREAS, the governing bodies of each jurisdiction recognize the benefits that may be afforded to the citizens by the Agreement; and

WHEREAS, the County has reviewed the terms of the Interlocal Agreement, attached hereto as "Exhibit A" and incorporated herein by reference; and

WHEREAS, Cathy Brown, Executive Director of the St. Johns County Council on Aging has agreed (on Behalf of the St. Johns County Council on Aging) in a letter dated September 3, 2009, attached hereto as "Exhibit B" and incorporated herein by reference, to be financially responsible for any costs over the \$50,000 grant noted in the aforementioned Interlocal Agreement; and

WHEREAS, the County has determined that accepting the terms of the Interlocal Agreement, and executing said Interlocal Agreement will serve 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 incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms and conditions of the Interlocal Agreement and authorizes the Chair of the Board of County Commissioners to execute said Interlocal Agreement on behalf of the County. To the extent that there are typographical errors that do not change the tone, tenor or concept of the Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 3. The Clerk of Courts of St. Johns County is instructed to file the Agreement in the public records of St. Johns County.

PASSED AND ADOPTED, this 15th day of September, 2009.

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

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 9/15/09

Exhibit "A" to Resolution

INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into between **ST. JOHNS COUNTY (County)**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**Board**), whose address is 500 Sebastian View, St. Augustine, Florida 32084, and the **ST. AUGUSTINE PORT, WATERWAY AND BEACH DISTRICT (District)**, an independent special district under the laws of the State of Florida, whose address is P.O. Box 4512, St. Augustine, Florida, 32085.

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorized governmental units to cooperate to provide services for mutual benefit and

WHEREAS, the **County** desires to accept \$50,000 from the **District** for use in construction of a bulkhead on **County's** property at 179 Marine Street, also known as the St. Johns County Council on Aging (**COA**) River House (**River House**); and

WHEREAS, the **County** and the **District** desire the construction of the bulkhead to minimize the danger to life or property in the event of an emergency situation; and

WHEREAS, municipalities, constitutional offices and subdivisions of the State of Florida have authority to enter into **Agreements** and exercise jointly with any other public agency of the State any power, privilege or authority that they have in common and which each might exercise separately as provided in Section 163.01, Florida Statutes; and

WHEREAS, the governing bodies of each jurisdiction recognize the benefits that may be afforded to the citizens by the **Agreement**; and

WHEREAS, the **District's** lawful purpose of protection and improvement of waterways within the **District** will be directly served by this expenditure; and

WHEREAS, Section 163.02, Florida Statutes (2004) authorizes the **County**, and the **District** to enter into this **Agreement**.

NOW THEREFORE in consideration of the terms contained herein the **County** and the **District** agree as follows:

Section 1. Effect of Recitals. The above Recitals are incorporated into the body of

this **Agreement**, and said Recitals are adopted as Findings of Fact.

Section 2. 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, 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.

Section 3. Controlling Law/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 4. Assignment/Transfer/Sale. In light of the scope and rationale for this **Agreement**, neither the **County**, nor the **District**, 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 **District**, assign, transfer, or sell any of the rights noted in this **Agreement** without such prior express approval of the other party, then such action on the part of either the **County**, or the **District**, shall result in the automatic termination of this **Agreement**, without further notice or action required on the part of the other party.

Section 5. Complete Expression of Agreement; Subsequent Amendment. Both the **County**, and the **District**, acknowledge that this **Agreement** constitutes the complete and understanding of both parties. Both the **County**, and the **District**, acknowledge that any amendments to this **Agreement** shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and the **District**. It is expressly noted that any subsequent amendment to this **Agreement** shall be filed with both the Clerk of the Circuit Court of St. Johns County.

Section 6. Authority; General Responsibilities.

- A) All of the privileges and immunities and limitations for liability, exemption from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits that apply to the activity of officers, agents, or employees of either the **County**, or the **District** when performing the duties of their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially, under the provisions of this **Agreement**.
- B) This **Agreement** does not, and shall not be deemed to relieve either the **County**, or the **District**, of any of their respective obligations or responsibilities imposed upon them by law, except to the extent of the actual and timely performance of those obligations or responsibilities by either the **County**, or the **District**, in which case, performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

Section 7. Term of this Agreement. This **Agreement** shall remain in effect until termination at will by the **County** or the **District**. Notice of termination shall be in writing and shall be effective 180 days following delivery of the notice to the other party.

Section 8. Rights and Obligations of the County.

- A) The **County** will construct a bulkhead at **River House** in accordance with the plans submitted to the **District** at its regular meeting on July 21, 2009, and will keep the **District** informed of the progress of the work, the cost of the bulkhead to the **County**, and the use of the **District's** funds in the project.
- B) The **County** shall retain ownership of said bulkhead.
- C) Whenever possible, the **County** shall acknowledge the contribution to this project made by the **District** by use of the **District's** name in any press releases, written statements or permanent markers issued, erected or disseminated to the public.

Section 9. Rights and Obligations of the District.

- A) The District will provide \$50,000 for the construction of the bulkhead at **River House**.

Section 10. Notices. 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:

County Administrator
500 Sebastian View
St. Augustine, Florida 32084

With a Copy To:

Director of Construction Services
2416 Dobbs Road
St. Augustine, Florida 32086

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

Chair, St. Augustine Port, Waterway and Beach District
P.O. Box 4512
St. Augustine, Florida 32085


With a Copy To:

District Commissioner, St. Augustine Port, Waterway and Beach District
P.O. Box 4512
St. Augustine, Florida 32085

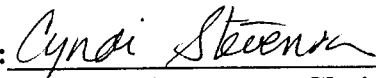
Section 11. Effective Date. The effective date of this **Agreement** will be the date that this **Agreement** is filed with the Clerk of the Circuit Court of St. Johns County, Florida.

ATTEST: Cheryl Strickland, Clerk

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



**Deputy Clerk, Board of County
Commissioners of St. Johns
County, Florida**

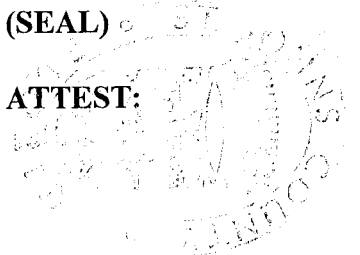
By: 

Cyndi Stevenson, Chair

Date: 9/15/09

(SEAL)

ATTEST:



Dennis Bell, Secretary-Treasurer

**ST. AUGUSTINE PORT, WATERWAY
AND BEACH DISTRICT**

Barry Benjamin, Chair

Date: _____

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

County Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

District Attorney



St. Johns County
Council On

180 Marine Street • St. Augustine, Florida 32084
904-209-3700 • Fax 904-209-3654

September 3, 2009

Ms. Cindy Stevenson, Chair
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

RE: Council on Aging River House Bulkhead Indemnification

Dear Ms. Stevenson

Cyndi

Thank you very much for your cooperation in securing a grant in the amount of \$50,000 from the Ports and Waterway, for the construction of a bulkhead at your property located on Marine Street in St. Augustine, Florida. The total cost of the bulkhead complete, including engineering, permitting, bulkhead construction, and backfill, is in the neighborhood of \$50,000 - \$60,000.

The Council on Aging hereby agrees to be responsible for, and pay for, any of the above listed items that are in excess of the \$50,000 grant provided by the Ports and Waterway district to St. Johns County.

Additionally, the Council on Aging hereby agrees to hold harmless St. Johns County for any impact that the construction, and maintenance of the bulkhead, may have on the property, in any form whatsoever; including, but not necessarily limited to; maintenance issues, environmental issues, construction issues, etc.

St. Johns County Board of County Commissioners shall have no other obligation, other than to expend the \$50,000 grant on construction and backfill of a new seawall, only up to the amount of the grant.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Cathy Brown", with a long horizontal line extending to the right.

Cathy Brown, Executive Director
St Johns County Council on Aging

CB/dt

xc: MasterFile