

RESOLUTION NO. 2013-207

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, FOR COMPLETION OF IMPROVEMENTS TO THE POPE ROAD BEACH ACCESS FACILITY; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the County operates and maintains the Pope Road Beach Access Facility ("Facility"), located on Pope Road, east of Highway A1A (Beach Boulevard), situated in St. Augustine Beach, Florida; and

WHEREAS, the County and the City mutually seek to improve the Facility to include accessible parking for passenger vehicles and amenities for bicyclists and pedestrians at a total cost not to exceed one hundred nineteen thousand dollars (\$119,000); and

WHEREAS, the County and the City jointly recognize that completing such improvements will benefit the public by attracting tourists to the local area and by significantly enhancing the overall experience for beach-goers; and

WHEREAS, both the County and the City mutually agree that, subject to the terms, conditions, provisions and obligations described in the proposed Interlocal Agreement (attached hereto and incorporated herein), each entities' joint efforts are necessary to aid in completion of the Facility improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County ("Board") hereby approves the terms, provisions, conditions and requirements of the attached Interlocal Agreement by and between St. Johns County and the City of St. Augustine Beach, Florida, for the design and construction of improvements to the Pope Road Beach Access Facility.

Section 3. The Board authorizes the County Administrator, or designee, to execute an interlocal agreement, in substantially the same form and format as attached hereto, on behalf of the County.

Section 4. To the extent that there are any administrative and/or typographical errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised with no further action by the Board.

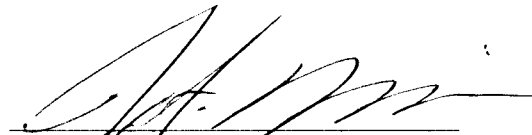
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of September, 2013.

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

Attest:


Deputy Clerk

By:


John H. Morris, Chair

RENDITION DATE 9/25/13



**INTERLOCAL AGREEMENT
BETWEEN
ST. JOHNS COUNTY
AND
CITY OF ST. AUGUSTINE BEACH**

THIS INTERLOCAL AGREEMENT (“Agreement”) dated this _____ day of _____, 2013, by and between **St. Johns County, Florida** (the “County”), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **City of St. Augustine Beach, Florida (the “City”)**, a municipal corporation of the State of Florida, with administrative offices located at 2200 A1A South, St. Augustine Beach, Florida, 32080.

RECITALS

WHEREAS, the County operates and maintains the Pope Road Beach Access Facility (“Facility”), located on Pope Road, east of Highway A1A (Beach Boulevard), situated in St. Augustine Beach, Florida; and

WHEREAS, the County and the City mutually seek to improve the Facility to include accessible parking for passenger vehicles and amenities for bicyclists and pedestrians at a total cost not to exceed one hundred nineteen thousand dollars (\$119,000); and

WHEREAS, the County and the City jointly recognize that completing such improvements will benefit the public by attracting tourists to the local area and by significantly enhancing the overall experience for beach-goers; and

WHEREAS, both the County and the City mutually agree that, subject to the terms, conditions, provisions and obligations described herein, each entities’ joint efforts are necessary to aid in completion of the Facility improvements.

NOW THEREFORE, the County and the City (collectively the “Parties”) hereto for, and in consideration of, the mutual covenants and conditions hereinafter set forth, do hereby agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

Section 2. Duration.

This Agreement shall commence on _____, 2013 (“Effective Date”), and shall continue through and until 11:59 p.m., Eastern Standard Time, on

_____, 20____ (“Expiration Date”). This Agreement may be extended by mutual written agreement of the parties.

Section 3. Duties and Obligations.

A. The County shall:

- i. Design the improvements to the Facilities to include a designated roadway, parking spaces, pedestrian walkways, bicycle passageways and racks, restrooms and landscaping. The County shall complete said design by no later than _____, 20 ____.
- ii. To the extent required by Federal, State, and/or Local law, secure and maintain any permits, licenses or approvals necessary to complete construction of the improvements described above.
- iii. Upon completion of the design as described above, construct the improvements to the Facilities. Construction of the improvements shall be complete by no later than _____, 20____.
- iv. Provide advance notice to the City of any unusual circumstance beyond the County’s control that may delay construction of the improvements to the Facility. Such unusual circumstances may include, but are not limited to, unusual adverse weather conditions not reasonably anticipated, unusual delay in transportation or fire. In the event of such delay, the date for complete construction of the improvements shall be extended for such reasonable time as the County may determine.
- v. During construction of the improvements, provide monthly reports to the City detailing progress of the work and expenditures made in completion of the work. The County shall provide a final report to the City no more than 30 days following the date of final completion of the improvements (“Final Report”).
- vi. Upon completion of the improvements to the Facility, operate and maintain the improvements; retain ownership of the improvements, any related, permits, licenses, drawings and plans; and, at the County’s sole expense and discretion, complete any subsequent modification(s) to the improvements, subject to any applicable permits, licenses, authorizations and/or approvals.
- vii. To the extent permissible by law, indemnify and hold the City harmless from, and against, all claims and reasonable costs associated with the negligent or intentional acts or omissions associated with the County’s performance under this Agreement.

B. The City shall:

- i. Upon request, promptly provide to the County any records, data, documents and/or materials, in the City's possession, necessary to complete design and construction of the improvements described above.
- ii. Coordinate to share information necessary to complete design and construction of the improvements described above.
- iii. Contribute, as provided below in Section 4, one-half of the total cost of design and construction of the improvements to the Facilities.
- iv. To the extent permissible by law, indemnify and hold the County harmless from, and against, all claims and reasonable costs associated with the negligent or intentional acts or omissions associated with the City's performance under this Agreement.

Section 4. Contributions and Reimbursements.

- a. The total cost for design and construction of the improvements to the Facility as described herein shall not exceed one hundred nineteen thousand dollars (\$119,000).
- b. The City shall contribute fifty nine thousand five hundred dollars (\$59,500) for design and construction of the improvements to the Facility. Said contribution shall be paid in full to the County by no later than _____, 2013. It is expressly understood by the parties hereto that construction of the improvements shall not begin until such pay has been received by the County.
- c. The County shall contribute cash and in-kind services totaling no more than fifty nine thousand five hundred dollars (\$59,500) for design and construction of the improvements to the Facility.
- d. In the event that design and construction of the improvements as described herein are completed for an actual total amount less than one hundred nineteen thousand dollars (\$119,000) as evidenced in the County's Final Report to the City, then the City, within 30 days of the Final Report, may request reimbursement of one half of the difference in cost, i.e. $\frac{1}{2}$ (\$119,000 – actual improvement design and construction costs).
- e. In the unforeseen event that design and construction of the improvements as described herein are completed for an actual total amount more than one hundred nineteen thousand dollars (\$119,000), as authorized by each of the parties hereto, and as evidenced in the County's Final Report to the

City, then the City, within 30 days of the Final Report, shall submit to the County reimbursement of one half of the difference in increased cost, i.e. ½ (\$119,000 + actual improvement design and construction costs).

Section 5. Termination.

This Agreement may be terminated upon either the County, or City providing at least ninety (90) days prior written notice to the other party of such notice of termination. Such notification shall indicate that either the County or the City intends to terminate this Agreement ninety (90) days from the date of notification (unless a date greater than ninety (90) days is specified). In the event that City exercises its option to terminate this Agreement as provided herein, it is expressly understood by the Parties that the full Contribution amount provided in Section 4 of this Agreement shall be retained by the County.

Section 6. Notices and Correspondence.

All notices, reports and correspondence to the County shall be delivered either by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

St. Johns County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

With copies to:

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

Beach Services Division
901 Pope Road
St. Augustine Beach, Florida 32080

All notices, reports and correspondence to the City shall be delivered either by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

City Manager
2200 A1A South
St. Augustine, Florida 32080

With copy to:

Department of Public Works Director
2200 A1A South
St. Augustine Beach, Florida 32080

Section 7. Amendments to this Agreement.

Both the County and City acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County and City acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and City.

Section 8. Assignment.

In light of the scope and rationale for this Agreement, City may not assign, transfer or sell any rights noted in this Agreement. Any attempts to assign, transfer or sell any rights noted in this Agreement by City, other than to any affiliate, subsidiary or parent company of City is strictly prohibited. Should City or any affiliate, subsidiary or parent company of City assign, transfer or sell any rights noted in this Agreement, such action or attempted action shall constitute cause for automatic termination of this Agreement with no further notice to City.

Section 9. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 10. No Third Party Beneficiaries.

Both the County and the City explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

Section 11. Relationship of the County and the City.

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County and the City.

Section 12. Force Majeure.

Neither the County nor the City shall be held in non-compliance with the terms, conditions, provisions, and requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Agreement) where such non-compliance or alleged default occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate and/or control.

Section 13. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

14. Severability.

If any word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or otherwise invalid for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, provision, section, subsection, article exhibit or other portion of this Agreement, or proscribed application thereof, shall be severable and all applications thereof not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 14. Captions.

The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of this Agreement.

Section 15. Authority to Execute.

Each Party covenants to the other Party 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.

Section 16. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have set their hand and seals as of the
_____ day of _____, 2013.

ST. JOHNS COUNTY, FLORIDA

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

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

Regina D. Ross
Senior Assistant County Attorney

CITY OF ST. AUGUSTINE BEACH, FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

(SEAL)

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

City Attorney

DEED 112 401 529

WHEREAS by Section 6 of the act of Congress approved July 5, 1884 (23 Stat. 104), it is provided, inter alia, That "The Secretary of War shall have authority, in his discretion, to permit the extension of State, county and territorial roads across military reservations . . . whenever in his judgment the same can be done without injury to the reservation or inconvenience to the military forces stationed thereon";

WHEREAS St. Johns County, Florida, has made application for permission to extend and maintain a road 100 feet in width across government lots 9, 10 and 11, Sec. 27, T. 7 S., R. 30 E., on the Anastasia Island Military Reservation, Florida; and,

WHEREAS in the judgment of the Secretary of War, the extension of said road as proposed can be made without injury to the reservation or inconvenience to the military forces stationed thereon;

NOW, THEREFORE, the SECRETARY OF WAR, pursuant to the authority vested in him by the provisions of the above cited act of Congress, hereby grants to ST. JOHNS COUNTY, Florida, permission to extend and maintain a road 100 feet wide across the south side of said lots 9, 10 and 11 of said section, township and range, on the ANASTASIA ISLAND MILITARY RESERVATION, Florida, in the location shown on the blueprint of map attached hereto and made a part hereof.

THIS PERMIT is granted subject to the following provisions and conditions:

1. That the construction and maintenance of said road, including culverts and other drainage facilities, shall be without cost or expense to the War Department, under the general supervision and subject to the approval of The Quartermaster General, or his duly authorized representative.
2. That St. Johns County, Florida, shall at all times maintain the said road and make all needed repairs thereto to preserve a smooth surface highway.
3. That all damage to existing structures or facilities or to other property of the United States incident to the construction and maintenance of said

HEAD 113 98283

HEAD 112 PAGE 530

road shall be promptly repaired by the permittee to the satisfaction of the said Quartermaster General, or his duly authorized representative.

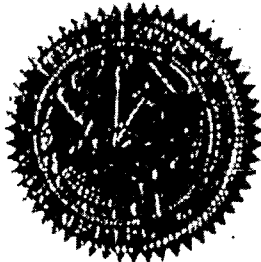
4. That the use and occupation of said reservation for the purposes authorized by this permit shall be subject to such rules and regulations as the said Quartermaster General, or his duly authorized representative, may from time to time prescribe to properly protect the interests of the United States.

5. That the United States shall not be responsible for any damages to property or injuries to persons which may arise incident to the construction and maintenance of said road or which may arise incident to governmental activities on said reservation.

6. That the United States reserves to itself rights of way for all purposes across, over and/or under the right of way hereby granted, such rights, however, to be used in a manner that will not create unnecessary interference with the use and enjoyment of said right of way for highway purposes.

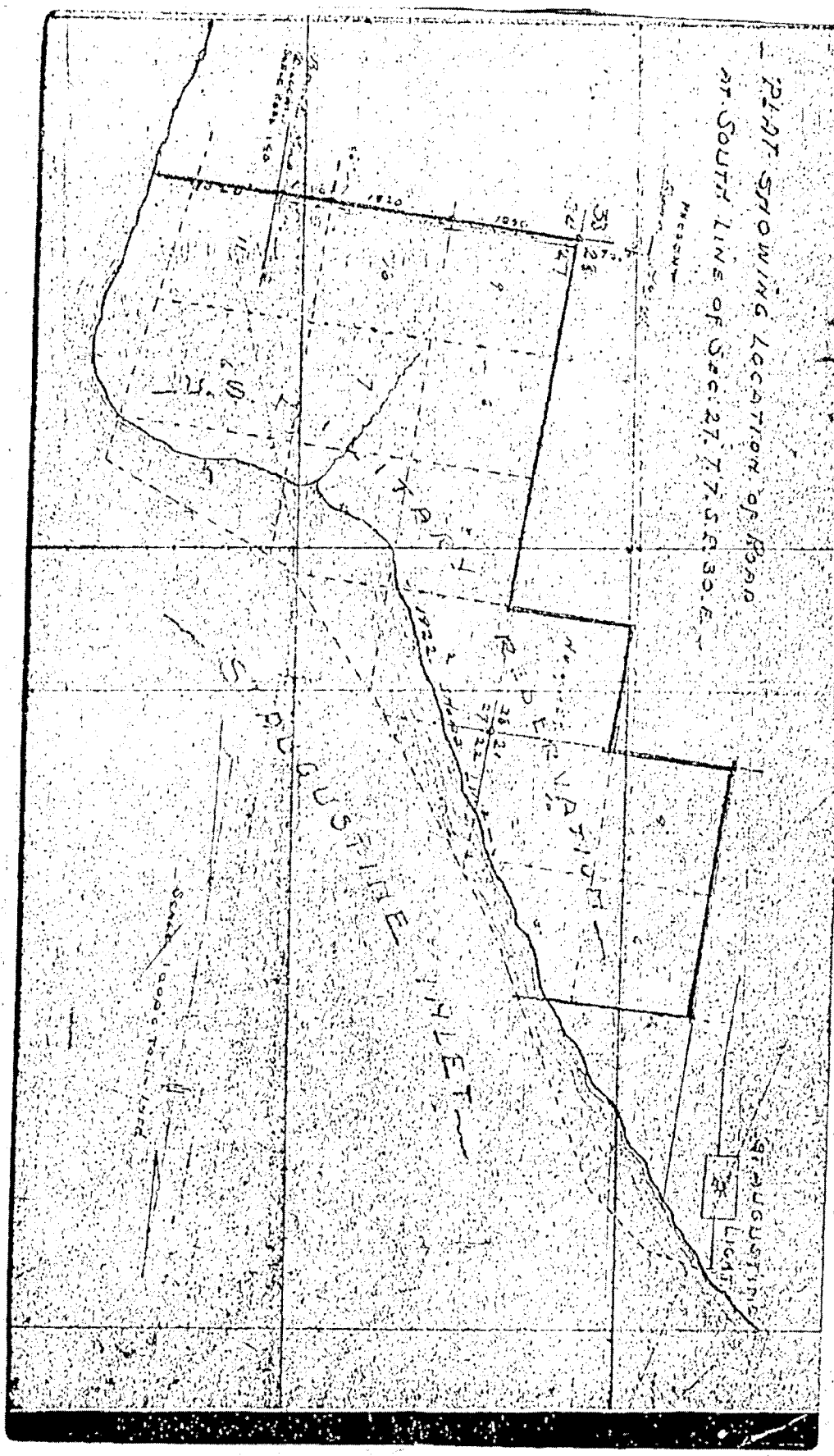
WITNESS my hand and the seal of the War Department this

1st day of March, 1937.



Harry A. Woodring
Secretary of War.

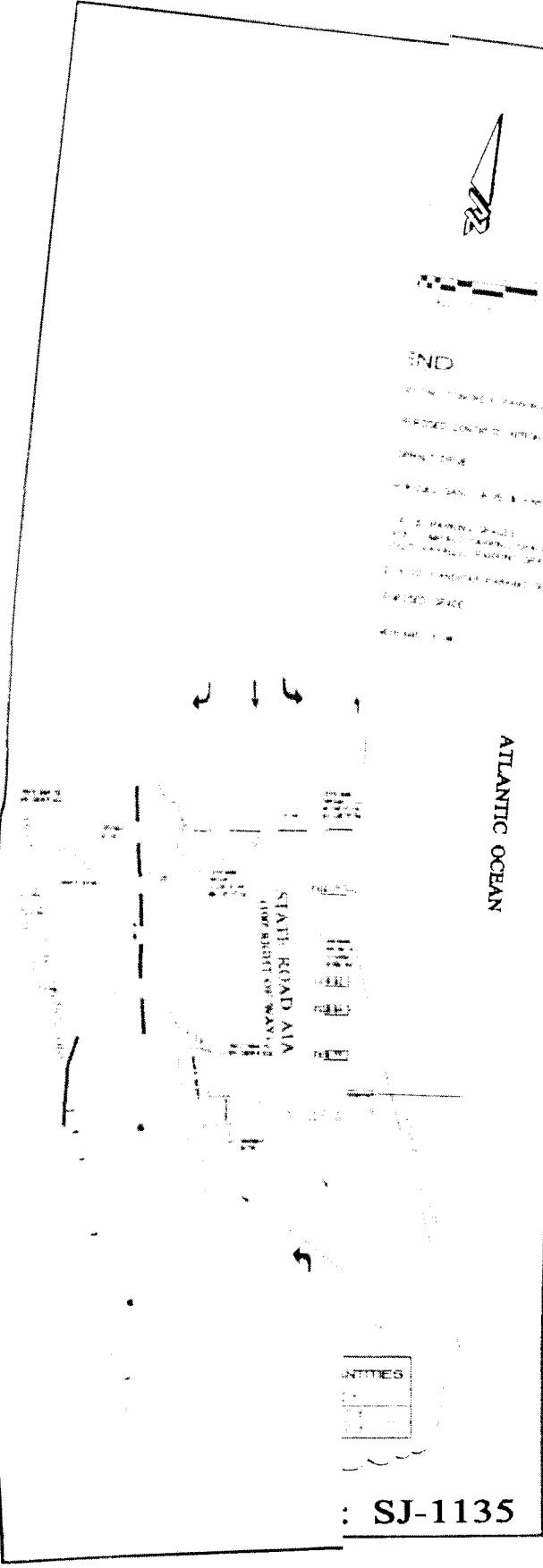
PLAT SHOWING LOCATION OF ROAD
AT SOUTH LINE OF SEC. 27, T. 7. S. R. 30. E.



DEED 112 Vol 532

No. 72682 FILED MAR 10 1937
at 8:35 o'clock A. m. Recorded in the public
records of St. Johns County, Florida, in the Book and
Page noted above. Heinrich J. Jurek Clerk of said Court.
By Helen Neelcher Deputy Clerk

End 57



UTILITIES

SJ-1135

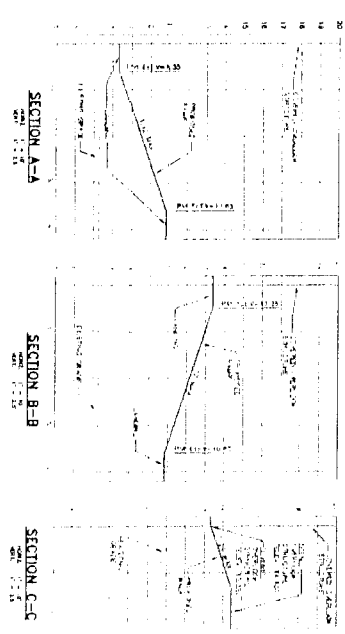
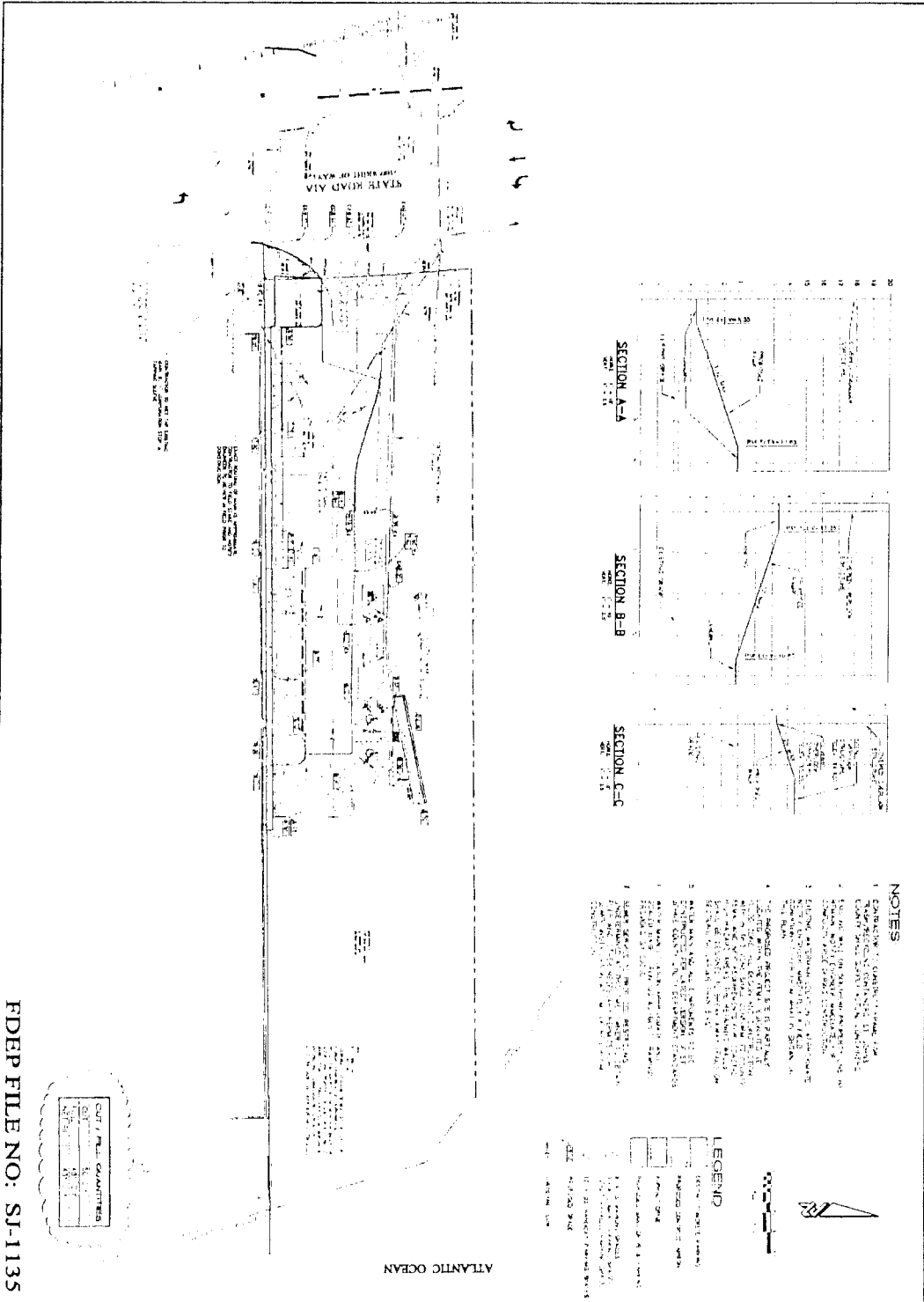
ZEV COHEN & ASSOCIATES, INC.
 CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
 11 MARKET STREET, SUITE 200, WASHINGTON, N.C. 27583
 PHONE: 919/853-1111
 PROJECT NO. 1135-01
 DATE: 11/15/01
 DESIGNED BY: MJC
 CHECKED BY: MJC
 APPROVED BY: MJC

POPE ROAD BEACH ACCESS PARK
FINAL ENGINEERING PLANS
GRADING & UTILITY PLAN

DATE: 11/15/01
 SCALE: AS SHOWN
 SHEET NO. 6 OF 8
 PROJECT NO. 1135-01



- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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- 10. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.



NOTES

1. EXISTING UTILITIES SHOWN FOR INFORMATION ONLY. VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL PERMANENT STABILIZATION HAS OCCURRED.
4. THE PROPOSED PAVED DRIVEWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 1.00' AS SHOWN ON THESE PLANS.
5. ALL GRADING SHALL BE TO THE FINISH GRADES SHOWN ON THESE PLANS.
6. ALL EXISTING AND PROPOSED ELEVATIONS SHALL BE IN FEET ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
7. SEE SHEET 10-100 FOR THE PROPOSED DRIVEWAY AND UTILITY DETAIL.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
9. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL PERMANENT STABILIZATION HAS OCCURRED.
10. THE PROPOSED PAVED DRIVEWAY SHALL BE CONSTRUCTED TO A FINISH GRADE OF 1.00' AS SHOWN ON THESE PLANS.

LEGEND

- EXISTING PAVED DRIVEWAY
- PROPOSED PAVED DRIVEWAY
- EXISTING GRADE
- PROPOSED GRADE
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING EROSION CONTROL
- PROPOSED EROSION CONTROL
- EXISTING VEGETATION
- PROPOSED VEGETATION
- EXISTING OBSTACLE
- PROPOSED OBSTACLE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY

CUT / FILL QUANTITIES

Station	0+00	0+10	0+20	0+30	0+40	0+50	0+60	0+70	0+80	0+90	1+00
Cut (cu yd)											
Fill (cu yd)											

FDEP FILE NO: SJ-1135

<p>ZEV COHEN CIVIL ENGINEER LICENSE NO. 12345 PROJECT NO. 10-100 DATE: 10/10/2010 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>POPE ROAD BEACH ACCESS PARK FINAL ENGINEERING PLANS GRADING & UTILITY PLAN</p>	<p>LEGEND</p> <p>EXISTING PAVED DRIVEWAY PROPOSED PAVED DRIVEWAY EXISTING GRADE PROPOSED GRADE EXISTING UTILITY PROPOSED UTILITY EXISTING EROSION CONTROL PROPOSED EROSION CONTROL EXISTING VEGETATION PROPOSED VEGETATION EXISTING OBSTACLE PROPOSED OBSTACLE EXISTING PROPERTY LINE PROPOSED PROPERTY LINE EXISTING RIGHT-OF-WAY PROPOSED RIGHT-OF-WAY</p>	
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