

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 St. Johns County Resolution 2013-247 is rescinded.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**

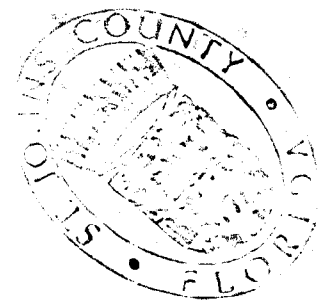
ATTEST:

BY:

Ram Halterman
Deputy Clerk

John H. Morris
John H. Morris--Chair

RENDITION DATE 1/23/14



SJC Commission Office

DEC 16 2013



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

ANANTH PRASAD, P.E.
SECRETARY

December 12, 2013

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,

A handwritten signature in cursive script that reads "Kathy Thomas".

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").

-RECITALS-

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 to 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.

Financial Project Id. No. 432850-1-58-01
Federal Id. No. 4913-012-P
Project Description SR A1A Scenic & Historic Coastal Byway
from the Duval County Line to the Flagler County Line
On System Agency Construct & Maintain

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

St. Johns County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

Financial Project Id. No. 432850-1-58-01
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Project Description SR A1A Scenic & Historic Coastal Byway
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On System Agency Construct & Maintain

EXHIBIT "A"

Project Location: SR A1A Scenic & Historic Coastal Byway from the Duval County Line to the Flagler County Line

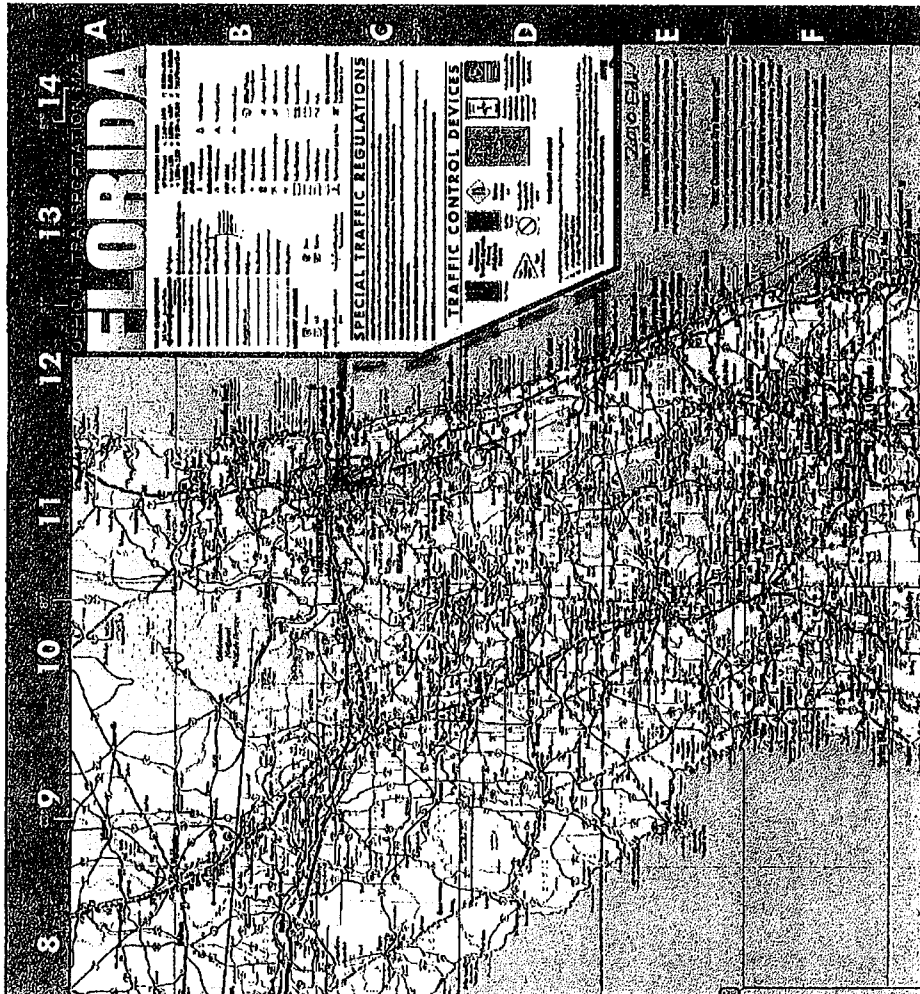
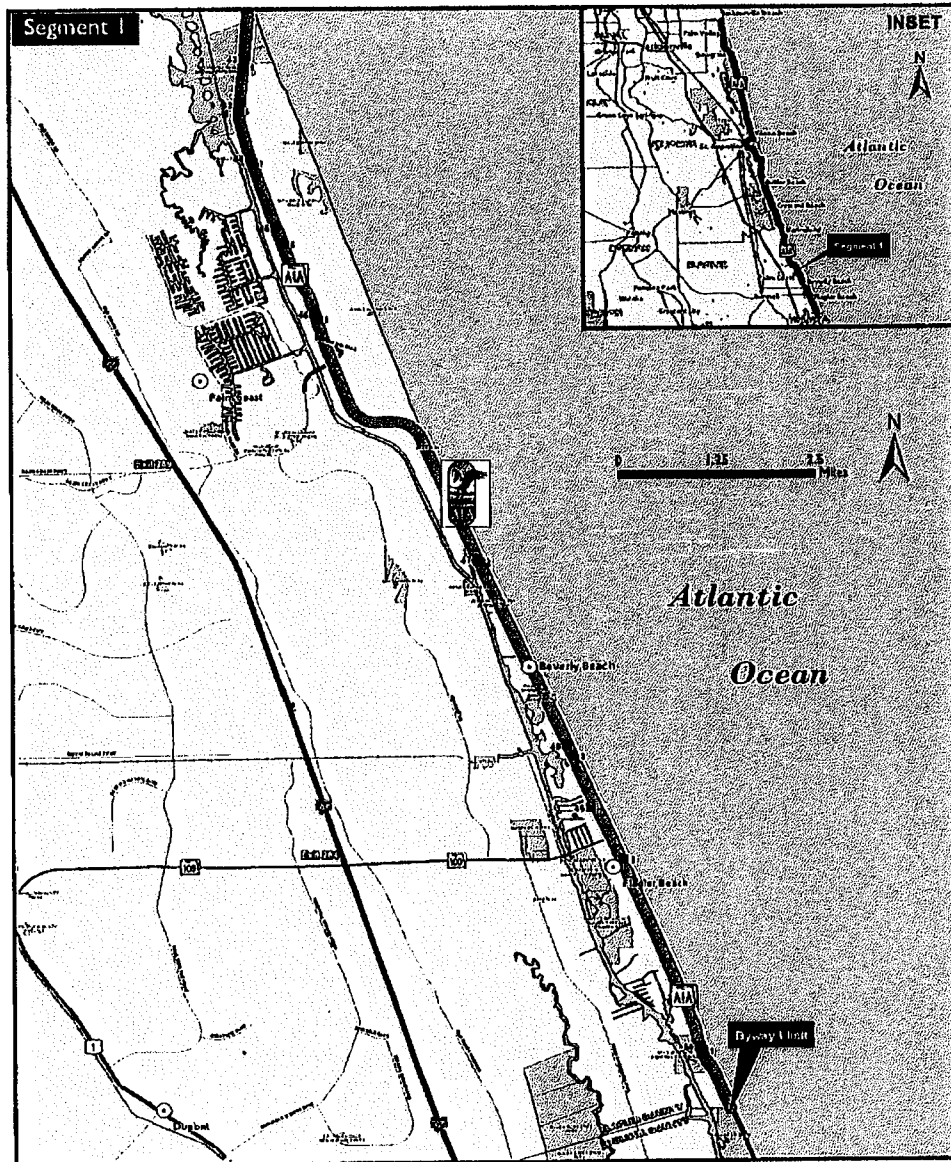


EXHIBIT "B"

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 I)



Source: FDOT and TronSystems

A1A Scenic & Historic Coastal Byway Proposed Wayfinding Sign Locations by Direction

- Proposed Wayfinding Sign Locations (Northbound)
- Sign ID (Northbound)
- Proposed Wayfinding Sign Locations (Southbound)
- Sign ID (Southbound)

Basemap Layers

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

City or Town or Community

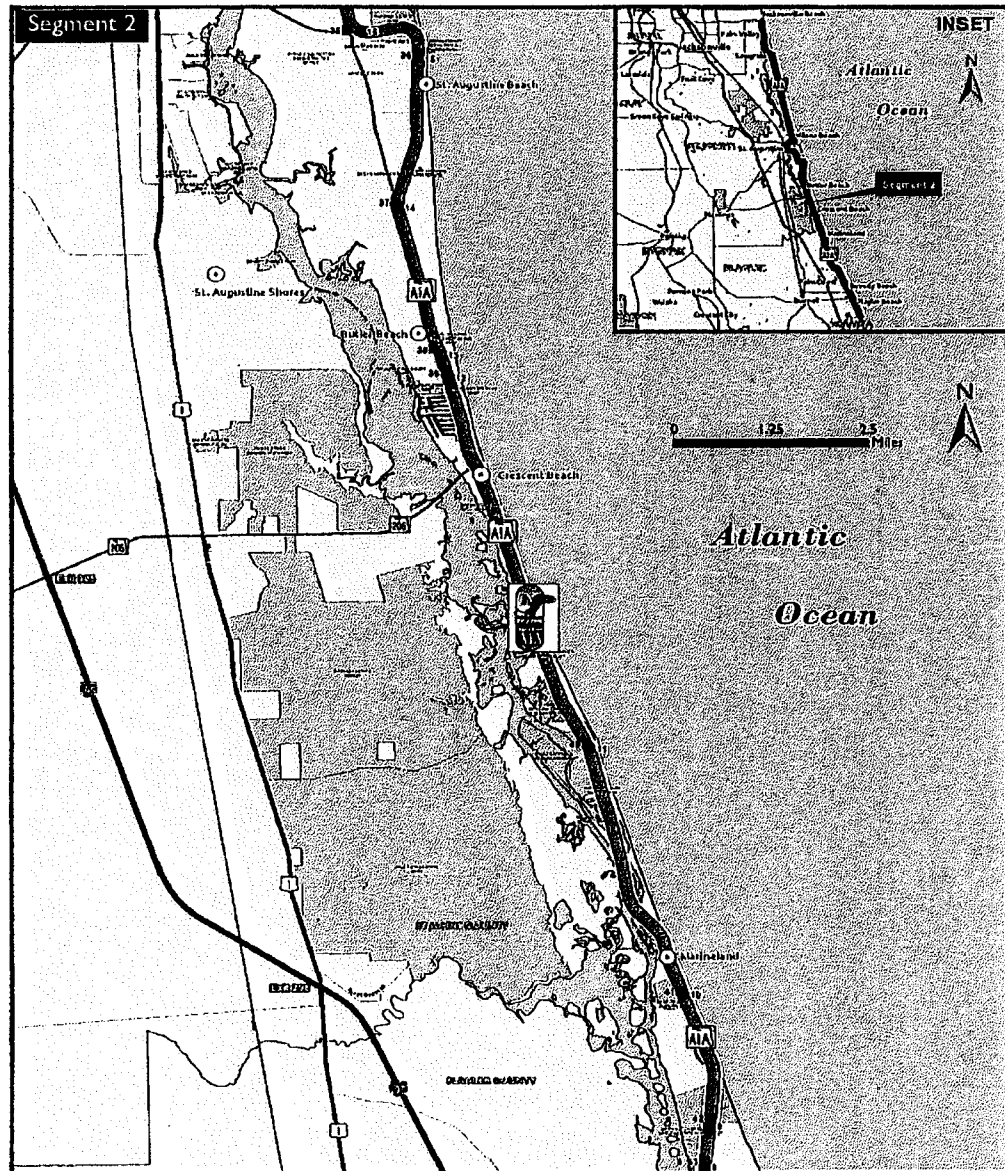
- Park & Recreational Area
- County Boundary
- Water



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 2)



Source: FDOT and TransSystems

A1A Scenic & Historic Coastal Byway Proposed Wayfinding Sign Locations by Direction

- Proposed Wayfinding Sign Locations (Northbound)
- Sign ID (Northbound)
- Proposed Wayfinding Sign Locations (Southbound)
- Sign ID (Southbound)

Basemap Layers

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

- City or Town or Community
- Park & Recreational Area
- County Boundary
- Water

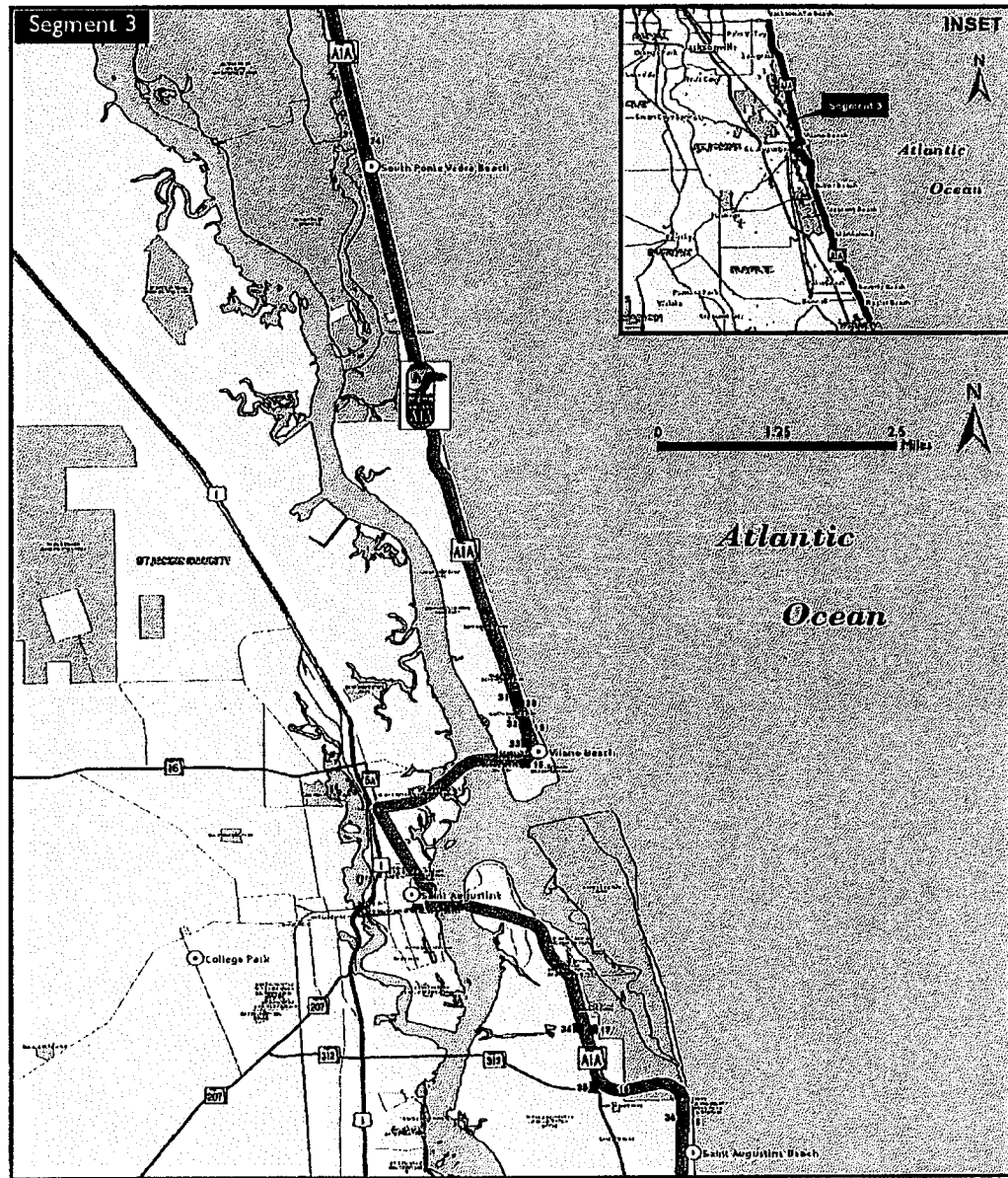


Financial Project Id. No. 432850-1-58-01
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 Project Description SR A1A Scenic & Historic Coastal Byway
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EXHIBIT "B" Cont.

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)

A1A Scenic & Historic Coastal Byway - Proposed Wayfinding Sign Locations (Segment 3)



Source: FDOT and TransSystems

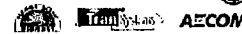
A1A Scenic & Historic Coastal Byway Proposed Wayfinding Sign Locations by Direction

- Proposed Wayfinding Sign Locations (Northbound)
- Sign ID (Northbound)
- Proposed Wayfinding Sign Locations (Southbound)
- Sign ID (Southbound)

Basemap Layers

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

- City or Town or Community
- Park & Recreational Area
- County Boundary
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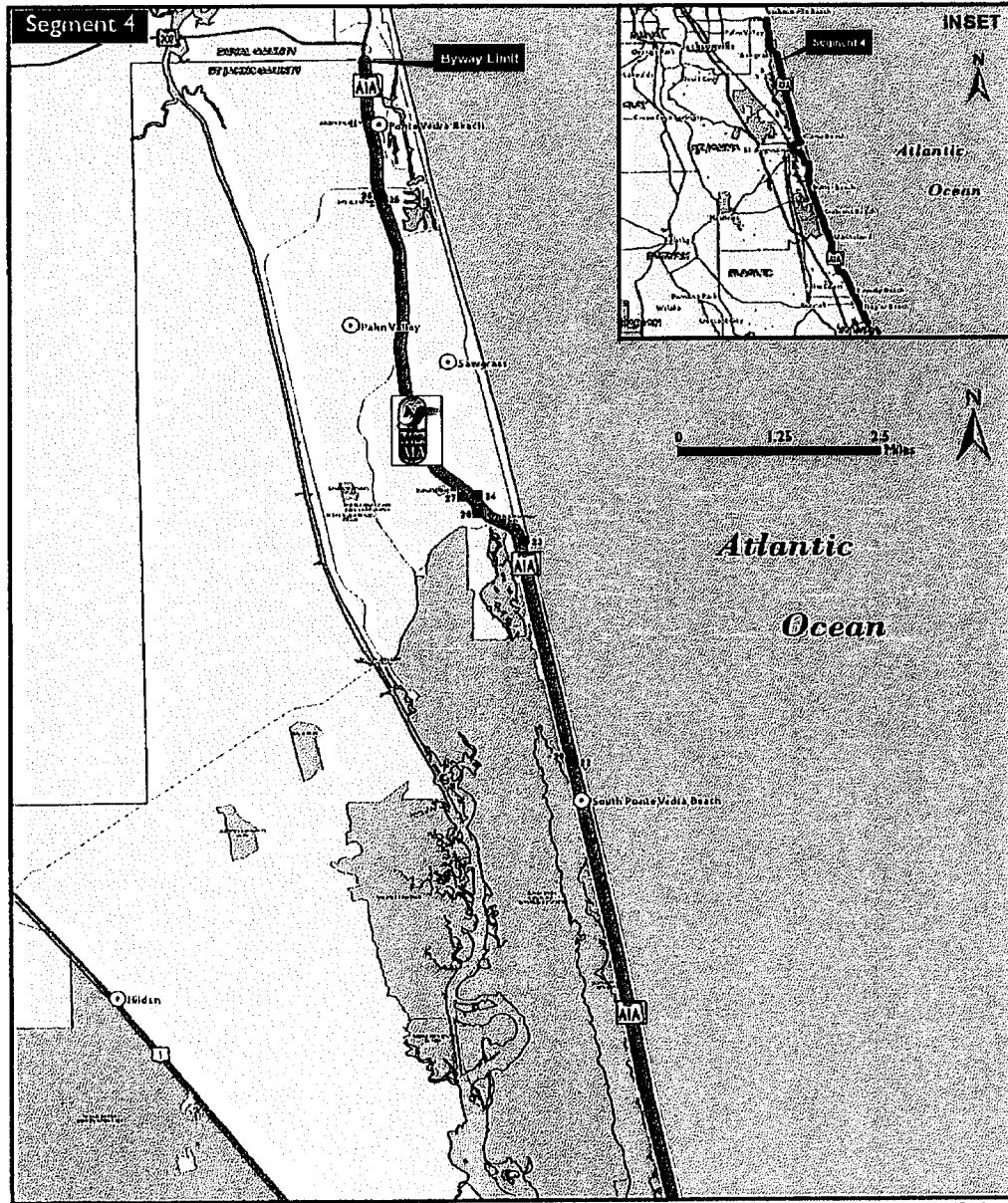


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 Project Description SR A1A Scenic & Historic Coastal Byway
 from the Duval County Line to the Flagler County Line
 On System Agency Construct & Maintain

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)



A1A Scenic & Historic Coastal Byway Proposed Wayfinding Sign Locations by Direction

- Proposed Wayfinding Sign Locations (Northbound)
- Sign ID (Northbound)
- Proposed Wayfinding Sign Locations (Southbound)
- Sign ID (Southbound)

Basemap Layers

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

- City or Town or Community
- Park & Recreational Area
- County Boundary
- Water

Source: FDOT and TransSystems

Logos: TransSystems, AECOM

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)

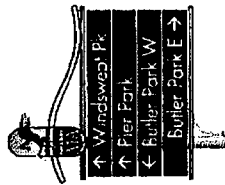
AECOM	<p>Scale: Not to Scale</p> <p>Note: Drawings were shown on plans in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. AECOM is not responsible for the accuracy of the information provided in this document.</p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 12-07-09</p> <p>Revisions: 06-02-11</p> <p>* These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>* All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p>
	<p>Contact: Environmental Graphics/Wayfinding AECOM 14000000 5000 University Avenue, Suite 200 Orlando, Florida 32827</p> <p>Project Team: CDR ERM SA SP</p> <p>Drawn By: Erin Wassener</p>
MS - 01	

<p>Sign 1 Located on NB A1A approx. 200ft south of Gombie Rogers entry drive)</p>	<p>Sign 2 Located on NB A1A between 8th Street South and 9th Street South</p>	<p>Sign 3 Located on NB A1A approx. 200ft south of intersection of North 17th</p>	<p>Sign 4 Located on NB A1A approx. 200ft south of Varn Park entry drive)</p>
<p>Sign 5 Located on NB A1A approx. 200ft south of intersection at Jungle Hut South</p>	<p>Sign 6 Located on NB A1A approx. 200ft south of intersection of (EVA)</p>	<p>Sign 7 Located on NB A1A approx. 200ft south of Malo Compro Road</p>	<p>Sign 8 Located on NB A1A approx. 200ft south of Drive)</p>

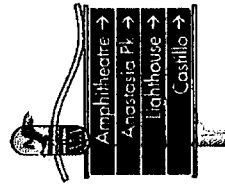
EXHIBIT "B" Cont.

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)

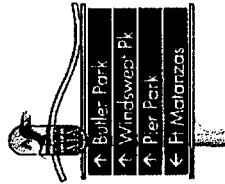
AECOM
<p>Scale: NOT to Scale</p> <p>Note: Drawings which show a sign, in accordance to the sign sheet on file, AECOM is not responsible for scale of information shown by indicated sign sheet.</p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: DS-02.11</p> <p>* These drawings express values design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>* All contents of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Hayfong LLC 407-643-6532 150 N. Orange Avenue, Suite 220 Orlando, Florida 32801</p> <p>Project Team: JAW CTW SM SP</p> <p>Drawn By: Erin Wassner</p>
MS - 02



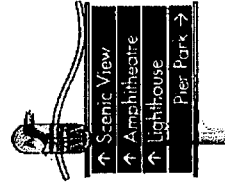
Sign 12
 Located on NB A1A approx 200ft south of
 Riverside Blvd



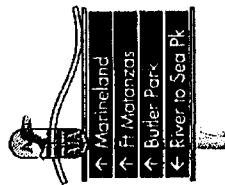
Sign 16
 (New location in median at SR12 and A1A)



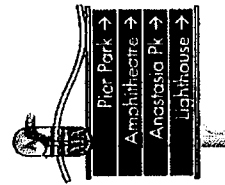
Sign 11
 Located on NB A1A approx 200ft south of
 Ft. Manzanos entry drive



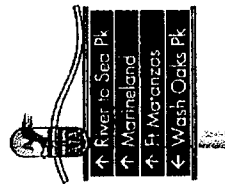
Sign 15
 Located on NB A1A approx 200ft south of
 entry drive for Pier Park



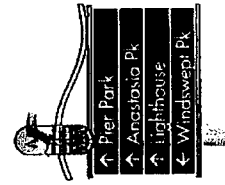
Sign 10
 Located on NB A1A approx 200ft south of
 Oceanshore Blvd



Sign 14
 Located on NB A1A approx 200ft south of where
 A1A takes right jct to the right



Sign 9
 Located on NB A1A approx 200ft south of
 Washington Oaks Gardens entry drive



Sign 13
 Located on NB A1A approx 200ft south of
 Muckler Road

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)

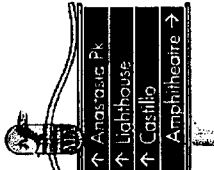
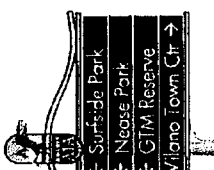
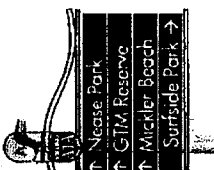
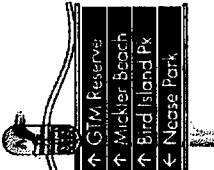
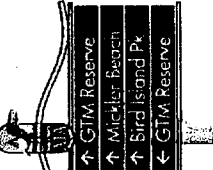
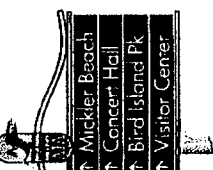
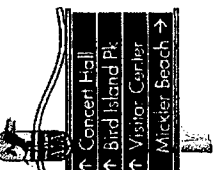
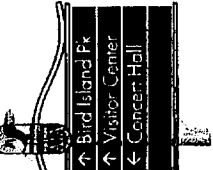
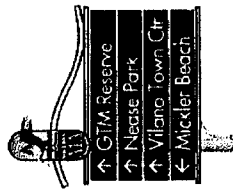
AECOM	Scale: Not to Scale Note: Drawings are shown on plans in accordance with the provisions of the Florida Statutes, Chapter 349, and the provisions contained by related law.	Description: Vehicular Directional Message Schedule	Original Issue Date: 10/07/10	Revisions: 08/02/11	These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator. All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.	Contact: Environmental Graphics/Weidinger AECOM 150 N. Orange Avenue, Suite 200 Orlando, Florida 32801	Project Team: JAW ETW DM SP Drawn By: Erin Weidinger	MS - 03							
	<p>Sign 17 (New location - 200 ft. south of Amphitheatre)</p>		<p>Sign 18 (Located on NB A1A, close to the gateway sign for Vilano, before the left turning movement towards GTM)</p>		<p>Sign 19 (Located on NB A1A approx. 200ft. south of Surfside Ave. park entry)</p>		<p>Sign 20 (Located on NB A1A approx. 200ft. south of entry to park)</p>		<p>Sign 21 (Located on NB A1A approx. 200ft. south of GTM Main entry at Guana River Road)</p>		<p>Sign 22 (Located on NB A1A at approximately the northern boundary of the GTM Reserve)</p>		<p>Sign 23 (Located on NB A1A approx. 200ft. south of the intersection of SR 203)</p>		<p>Sign 24 (Located on NB A1A approx. 200ft. south of the entry drive for the concert hall)</p>

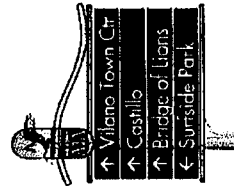
EXHIBIT "B" Cont.

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)

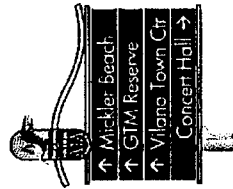
AECOM	<p>Scale Not to Scale</p> <p><small>Note: Drawing scale shown on plans is accurate for all items shown. AECOM is not responsible for scale of construction indicated by indicated dimensions.</small></p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: DB-02-11</p> <p>• These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>• All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Wayfinding AECOM 407-342-6532 150 N Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: JMM Other ETW SM SP</p> <p>Drawn By: Erin Weisner</p>
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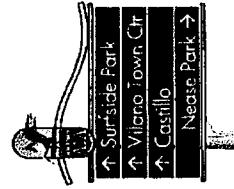
Sign 28
 (Located on SR A1A approx 200ft north of intersection at SR 209)



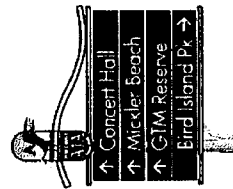
Sign 32
 (Located on SR A1A approx 200ft north of Surfside Ave (left entry))



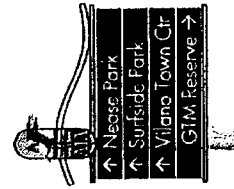
Sign 27
 (Located on NB A1A approx 200ft north of the entry drive for the concert hall)



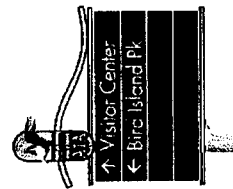
Sign 31
 (Located on SR A1A approx 200ft north of Nease Park entry)



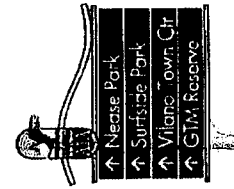
Sign 26
 (Located on NB A1A approx 200ft north of Library Blvd) - First SB sign



Sign 30
 (Located on SR A1A approx 200ft north of GTM main entry at Gama River Road)



Sign 25
 (Located on NB A1A approx 200ft south of Library Blvd) - Last NB sign



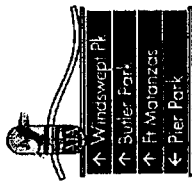
Sign 29
 (Located on SR A1A at approximately the northern boundary of the GTM Reserve)

MS - 04

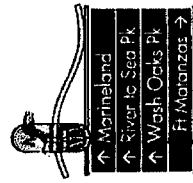
EXHIBIT "B" Cont.

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)

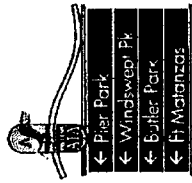
AECOM	<p>Scale: Not to Scale</p> <p>Note: Drawing scale shown on sheet is accurate to full size unless otherwise noted. All work shall conform to AASHTO standards unless otherwise specified. All work shall be in accordance with the latest editions of the Florida Statutes and all applicable codes and regulations.</p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10/07/10</p> <p>Revisions: 06-02-11</p> <p>- These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>- All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Marketing AECOM 150 N. Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: PE: [Redacted] Other: [Redacted] EITV: [Redacted] SM: [Redacted] SP: [Redacted]</p> <p>Drawn By: Erin Weisner</p>
MS - 05	



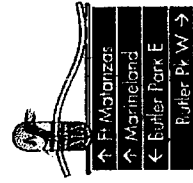
Sign 36
 Located on SR A1A approx 200ft north of Pier Park entry



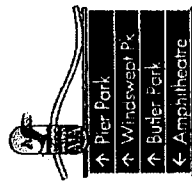
Sign 40
 Located on SR A1A approx 200ft north of Ft. Matanzas entry drive



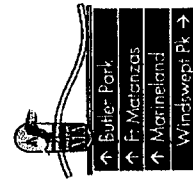
Sign 35
 Located on SR A1A approx 200ft back from intersection of SR 172 and SR A1A direct visitors to go left to follow route



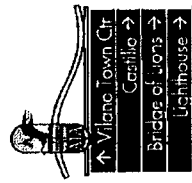
Sign 39
 Located on SR A1A approx 200ft north of Riverside Blvd



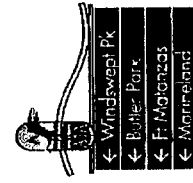
Sign 34
 Located on SR A1A approx 200ft north of entry drive to amphitheatre



Sign 38
 Located on SR A1A approx 200ft north of Middle Road/park entrance



Sign 33
 Located on SR A1A approx 200ft north of intersection to make right turn towards Uprca bridge

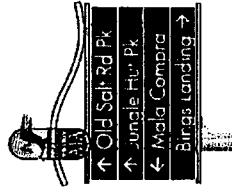


Sign 37
 Located on SR A1A approx 200ft south of intersection where A1A goes to the left

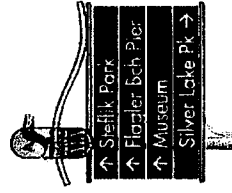
EXHIBIT "B" Cont.

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)

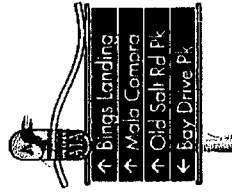
AECOM
<p>Scale: Not to Scale</p> <p><small>These drawings shall be shown on other as required by all firm plans and AECOM is not responsible for scale discrepancies caused by reduced size drawings.</small></p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: 08-02-11</p> <p>• These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>• All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Marketing AECOM 10000 501 N Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: Other: JMW EFW SP</p> <p>Drawn By: Erin Wiesner</p>
MS - 06



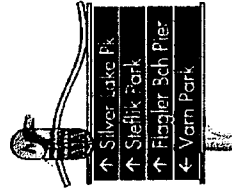
Sign 44
 (Located on SR A1A approx. 200ft. north of Bings Landing entry drive)



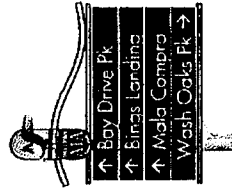
Sign 48
 (Located on SR A1A approx. 200ft. north of 17th)



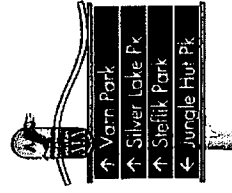
Sign 43
 (Located on SR A1A approx. 200ft. north of Bay Drive)



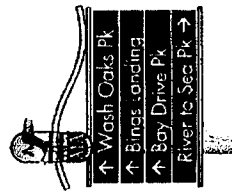
Sign 47
 (Located on SR A1A approx. 200ft. north of Varn Park entry drive)



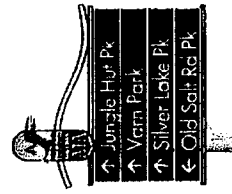
Sign 42
 (Located on SR A1A approx. 200ft. north of Washington Dada Gardens entry drive)



Sign 46
 (Located on SR A1A approx. 200ft. north of Jungle Hut Road)



Sign 41
 (Located on SR A1A approx. 200ft. north of Oceanshore Drive)

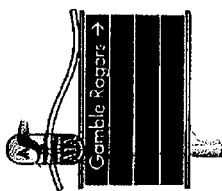


Sign 45
 (Located on SR A1A approx. 200ft. north of 16th)

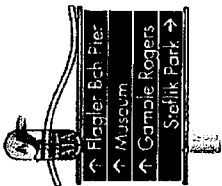
EXHIBIT "B" Cont.

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)

AECOM	Scale: Not to Scale <small>Note: Drawing scale shown on plans is accurate for all areas shown. AECOM is not responsible for scale discrepancies caused by reduction of the plans.</small>
Original Issue Date: 10-07-10	Revisions: 06-05-11
<ul style="list-style-type: none"> • These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator. • All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details. 	
Contact: Environmental Graphics/Wayfinding AECOM 671-460-8852 200 N. Orange Avenue, Suite 200 Orlando, Florida 32801	
Project Team: AW Other ERW SV SP Drawn By: Erin Weisner	
MS - 07	



Sign 50
 Located on SB A1A approx. 210ft. north of
 Gamble Rogers entry drive



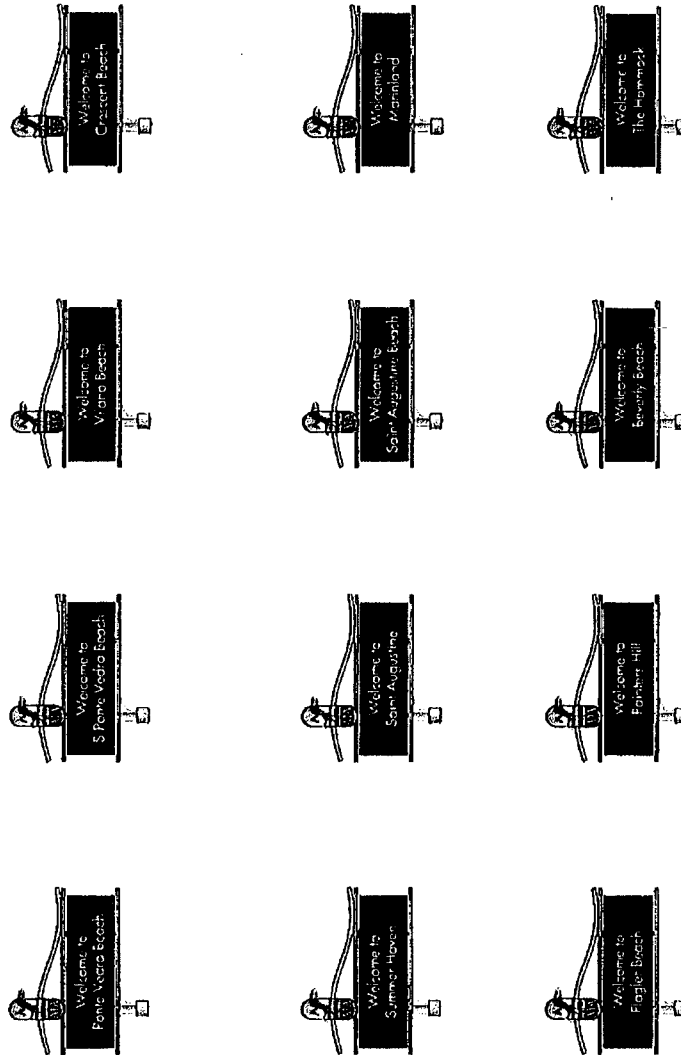
Sign 49
 Located on SB A1A between 8th and 9th
 Street North

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)

AECOM	<p>Scale: Not to Scale</p> <p><small>Notes: Drawings shall be shown on paper as required by the State and AECOM is not responsible for scale. All dimensions are by standard industry practices.</small></p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: 03-02-11</p> <p>Notes:</p> <ul style="list-style-type: none"> - These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator. - All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Fabricator Performance & Material Requirements, Quantities & Submittals, Materials & Finishes, and Fonts & Symbols sections of this document for further details. <p>Contact: Government Graphics/Wayfinding 6000 407-943-8552 150 N Orange Avenue, Suite 200 Orlando, Florida 32807</p> <p>Project Team: JMM - Owner ETW SM SP</p> <p>Drawn By: Erin Weisner</p>
MS - 08	

Note: These signs are to replace existing City Limit signs for these specific destinations along the byway.



Financial Project Id. No. 432850-1-58-01
Federal Id. No. 4913-012-P
Project Description SR A1A Scenic & Historic Coastal Byway
from the Duval County Line to the Flagler County Line
On System Agency Construct & Maintain

EXHIBIT "C"
Interlocal Agreement

Res 2012-275
**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
5TH day of APRIL, 2013, 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 signing 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

Financial Project Id. No. 432850-1-58-01
Federal Id. No. 4913-012-P
Project Description SR A1A Scenic & Historic Coastal Byway
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**EXHIBIT "C" Cont.
Interlocal Agreement**

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 DULY 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

**EXHIBIT "C" Cont.
Interlocal Agreement**

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.

**EXHIBIT "C" Cont.
Interlocal Agreement**

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(11), 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.

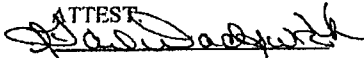
Financial Project Id. No. 432850-1-58-01
Federal Id. No. 4913-012-P
Project Description SR A1A Scenic & Historic Coastal Byway
from the Duval County Line to the Flagler County Line
On System Agency Construct & Maintain

**EXHIBIT "C" Cont.
Interlocal Agreement**

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.

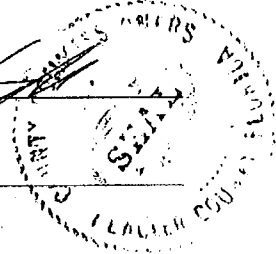
ATTEST

Board Clerk

Spill as approved by the St Johns County Commission

Board of County Commissioners of Flagler County, Florida

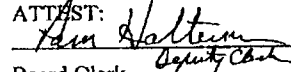
By: 
Chair

Rendition Date



ST. JOHNS COUNTY, FLORIDA

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

ATTEST:

Board Clerk

Board of County Commissioners of St. Johns County, Florida

By: 
Chair

Rendition Date

9/20/12



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, scrivener 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.

Financial Project Id. No. 432850-1-58-01
Federal Id. No. 4913-012-P
Project Description SR A1A Scenic & Historic Coastal Byway
from the Duval County Line to the Flagler County Line
On System Agency Construct & Maintain

Exhibit "C"
Interlocal Agreement

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
Florida, this 18 day of ~~September~~, 2012.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Pam Halterman
Deputy Clerk

By: Kenneth Bryan
Kenneth Bryan, Chair

Effective Date: 9/18/12

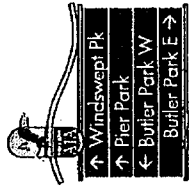


RENDITION DATE 9/20/12

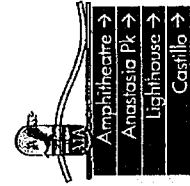
EXHIBIT "D"

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).

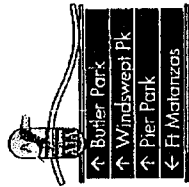
AECOM
<p>Scale: Not to Scale</p> <p>Note: Drawing shall show in place in accordance with the approved design for the project. All signs shall be fabricated in accordance with the approved design and shall be maintained in accordance with the approved design.</p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revision: 06-02-11</p> <p>- These drawings address visual design input only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>- All content of this document is subject to the design intent; requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Wayfinding AECOM 437-B-06552 59 N Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: JAM Other EJV SP SP</p> <p>Drawn By: Erin Weezer</p>
MS - 02



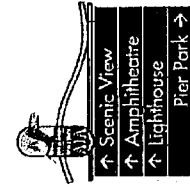
Sign 12
 (Located on NB A1A approx 200ft south of Westside Blvd)



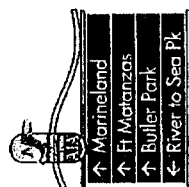
Sign 16
 (New location in median at SR 13 and A1A)



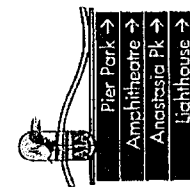
Sign 11
 (Located on NB A1A approx 200ft south of F Matanzas entry drive)



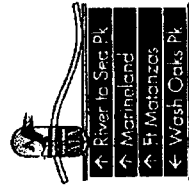
Sign 15
 (Located on NB A1A approx 200ft south of entry drive for Pier Park)



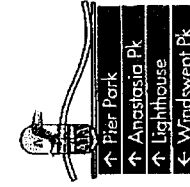
Sign 10
 (Located on NB A1A approx 200ft south of Oceanshore Blvd)



Sign 14
 (Located on NB A1A approx 200ft south of where A1A takes signpost to the right)



Sign 9
 (Located on NB A1A approx 200ft south of Washington Oaks Gardens entry drive)



Sign 13
 (Located on NB A1A approx 200ft south of Winder Road)

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).

AECOM	
<p>Scale: Not to Scale</p> <p>Note: Drawings scale shown on sheet is accurate to 1/8" = 1'-0" unless otherwise noted. AECOM is not responsible for scale discrepancies caused by multiple use plans.</p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10/07/10</p> <p>Revisions: 05/22/11</p> <p>• These drawings represent the design intent only. Field engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>• All content of this document is subject to the design team's review. Items outlined elsewhere in the document refer to the Submittals of this document for further details.</p>	<p>Contract: Environmental Graphics/Signage AECOM 477-643-6552 50 N Orange Avenue, Suite 203 Orlando, Florida 32837</p> <p>Project Team: JMM: Other CTM SY SP</p> <p>Drawn By: Erin Weisner</p>
<p>Sign 17 (New location - 200 ft south of Amphitheatre)</p>	<p>Sign 18 Located on NB A1A, close to the gateway sign for Vilano before the left turning movement towards GTM.</p>
<p>Sign 19 Located on NB A1A, between 200ft south of Sunside Ave (park entry)</p>	<p>Sign 20 Located on NB A1A, approx 200ft south of entry to park</p>
<p>Sign 21 Located on NB A1A, approx 200ft south of GTM. Main entry of Coastal River Road</p>	<p>Sign 22 Located on NB A1A, at approximately 200 ft northern boundary of the GTM Reserve</p>
<p>Sign 23 Located on NB A1A, about 200ft north of the intersection of SR 203</p>	<p>Sign 24 Located on NB A1A, approx 200ft south of the entry lane for the concert hall</p>

MS - 03

EXHIBIT "D" Cont.

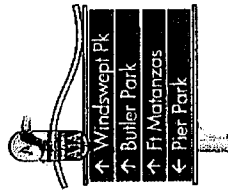
Maintenance/Repair: St. Johns County will maintain/repair 32 (Highlighted in yellow) vehicular directional signs and 15 (Highlighted in yellow) custom place signs (12 welcome custom signs which may be double sided).

AECOM	<p>Scale: Not to Scale Note: Drawing scale shown on plans is subject to change. AECOM shall not be responsible for scale errors. All dimensions shown are for informational purposes only.</p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: 06-02-11</p> <p>* These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>* All content of this document is subject to the design team's requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Wayfinding AECOM 407-649-6552 150 N. Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: JAM Other ETW DM SP</p> <p>Drawn By: Erin Weisner</p>							
MS - 04	<p>Sign 25 Located on SR A1A approx. 200ft. south of Library Blvd. **Last SR sign</p>	<p>Sign 26 Located on SR A1A approx. 200ft. north of Library Blvd. **First SR sign</p>	<p>Sign 27 Located on SR A1A approx. 200ft. north of entry drive for the concert hall</p>	<p>Sign 28 Located on SR A1A approx. 200ft. north of intersection at SR 205</p>	<p>Sign 29 Located on SR A1A at approximately the northern boundary of the GTM Reserve</p>	<p>Sign 30 Located on SR A1A approx. 200ft. north of GTM main entry at Glades River Road</p>	<p>Sign 31 Located on SR A1A approx. 200ft. north of Nease Park entry</p>	<p>Sign 32 Located on SR A1A approx. 200ft. north of Surfside Ave/park entry</p>

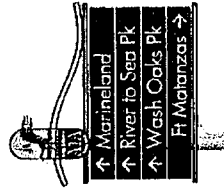
EXHIBIT "D" Cont.

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).

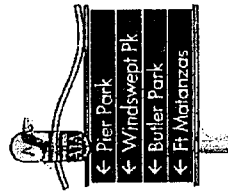
AECOM
<p>Scale: Not to Scale</p> <p><small>Note: Drawing scale shown on plans is required for 1/8" = 1'-0" only. AECOM is not responsible for scale discrepancies caused by reduced file sizes.</small></p> <p>Description: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: 08-02-11</p> <p>- These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>- All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to these Specifications of this document for further details.</p> <p>Contact: Environmental Graphics/Wayfinding AECOM 407-993-6552 150 N Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: JMA: Other ETW SM SP</p> <p>Drawn By: Erin Weisner</p>
MS - 05



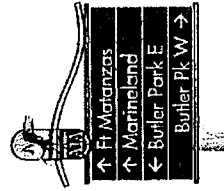
Sign 36
 (Located on SR A1A approx 200ft north of Pier Park entry)



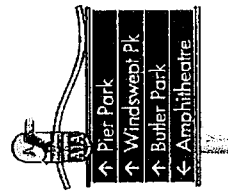
Sign 40
 (Located on SR A1A approx 200ft north of Ft Matanzas entry drive)



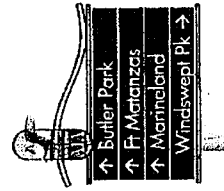
Sign 35
 (Located on SR A1A approx 200ft back from intersection of SR 12 and SR A1A direct visitors to go left to follow route)



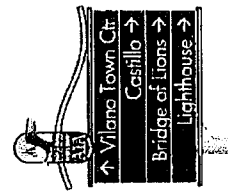
Sign 39
 (Located on SR A1A approx 200ft north of Riverside Blvd)



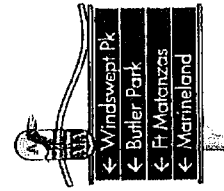
Sign 34
 (Located on SR A1A approx 200ft north of entry drive to amphitheatre)



Sign 38
 (Located on SR A1A approx 200ft north of Skidler Road park entrance)



Sign 33
 (Located on SR A1A approx 200ft north of intersection to make right turn towards Lighthouse)



Sign 37
 (Located on SR A1A approx 200ft north of intersection where A1A goes to the left)

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).

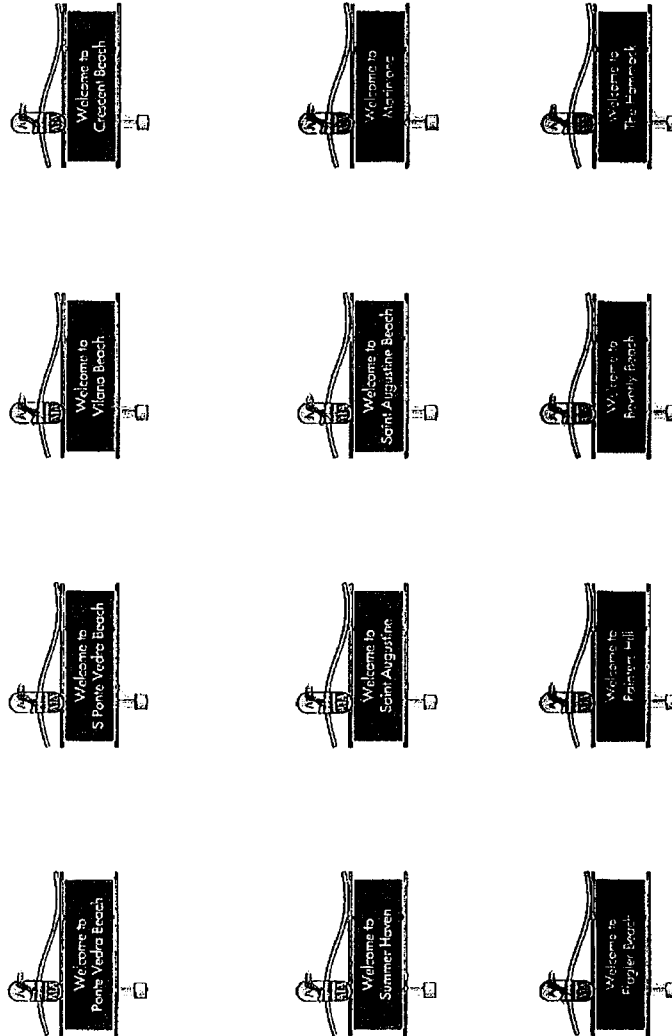
AECOM	Scale: Not to Scale Note: Drawing scale: Signs on plans in accordance with the information provided by the manufacturer. Dimensions shown on drawings are for information only. Dimensions shown on drawings are for information only.	Original Issue Date: 10-07-10	Revisions: 08-02-11	<ul style="list-style-type: none"> * These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator. * All content of this document is subject to the design intent requirements outlined elsewhere in the document. Refer to the Specifications of this document for further details. 	Contact: General Graphics/Signaging AECOM 407-846-8532 50 N Orange Avenue, Suite 200 Orlando, Florida 32801	Project Team: JMM Other EYW SM SP Drawn By: Erin Weisner	MS - 06		
	Sign 41 (Located on SR A1A, approx 200ft north of Oceanshore Drive)		Sign 42 (Located on SR A1A, approx 200ft north of Washington Oaks Gardens entry drive)		Sign 43 (Located on SR A1A, approx 200ft north of Bay Drive)		Sign 44 (Located on SR A1A, approx 200ft north of Bings Landing entry drive)		Sign 45 (Located on SR A1A, approx 200ft north of 166th)
	Sign 46 (Located on SR A1A, approx 200ft north of Jungle Hut Road)		Sign 47 (Located on SR A1A, approx 200ft north of Varn Park entry drive)		Sign 48 (Located on SR A1A, approx 200ft north of 176th)				

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).

AECOM	<p>Scale: Not to Scale</p> <p>Note: Drawing takes shape as shown in relation to the field. AECOM is not responsible for any errors or omissions caused by reference to other drawings.</p> <p>Descriptor: Vehicular Directional Message Schedule</p> <p>Original Issue Date: 10-07-10</p> <p>Revisions: 08-02-11</p> <p>* These drawings express visual design intent only. Final engineering, materials, and fabrication shall remain the responsibility of the fabricator.</p> <p>* All content of this document is subject to the design intent, requirements outlined elsewhere in the document. Refer to the Fabricator Performance & Material Requirements, Quantities & Submittals, Materials & Finishes, and Fonts & Symbols sections of this document for further details.</p> <p>Contact: Environmental Graphics/Wayfinding AECOM 400 N. Orange Avenue, Suite 200 Orlando, Florida 32801</p> <p>Project Team: JWA Other ETW SM SP</p> <p>Drawn By: Eric Weisner</p>
MS - 08	

Note: These signs are to replace existing City Limit signs for these specific destinations along the byway.



Financial Project Id. No. 432850-1-58-01
Federal Id. No. 4913-012-P
Project Description SR A1A Scenic & Historic Coastal Byway
from the Duval County Line to the Flagler County Line
On System Agency Construct & Maintain

EXHIBIT "E"
(RESOLUTION)