

RESOLUTION NO. 2016 - 131

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE CITY OF ST. AUGUSTINE, FLORIDA TO COOPERATIVELY PROVIDE PARKING FOR THE ST JOHNS COUNTY LIBRARY AND DAVENPORT PARK .**

**RECITALS**

**WHEREAS**, the County and City desire to eliminate the West San Carlos Avenue access to the St. Johns County Library (Library) and Davenport Park (Park), and

**WHEREAS**, the County and City recognize this elimination of access will create a need for access at some other location other than West San Carlos Avenue, and

**WHEREAS**, the County and City recognize the Florida Department of Transportation's need for City property along West San Carlos for the May Street improvement project, and

**WHEREAS**, the County and City recognize the needed property along West San Carlos Avenue will result in the loss of critical parking spaces for both the Library and Park, and

**WHEREAS**, the County and City recognize the need for a cooperative effort to replace the lost parking at some other location in close proximity to the Library and Park, and

**WHEREAS**, in accordance with section 163.01, Florida Statutes, the County and City seek to enter into an interlocal agreement, in substantially the same form and format as attached hereto, expressing their respective obligations, duties and responsibilities concerning such a cooperative effort.

**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 hereby approves the terms, provisions, conditions and requirements of the attached interlocal agreement between the County and the City to work cooperatively in replacing the lost parking at some other location in close proximity to the Library and Park.

**Section 3.** The County Administrator, or designee, is hereby authorized 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 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 5.** This Resolution shall be effective upon its execution.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of May, 2016.

Attest: Hunter Conrad, Clerk

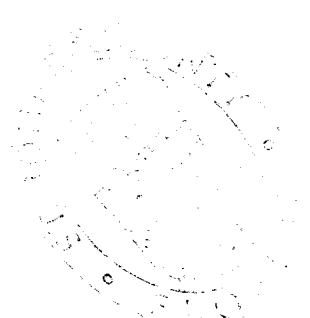
By: *Pam Halterman*  
Deputy Clerk

ST. JOHNS COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: *Jeb Smith*  
Jeb Smith, Chair

(seal)

RENDITION DATE 5/19/16



**INTERLOCAL AGREEMENT  
LIBRARY / DAVENPORT PARK PARKING  
Between St. Johns County and City of St. Augustine**

This Interlocal Agreement (Agreement), by and between St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as "County" and City of St. Augustine, hereinafter referred to as "City".

WHEREAS, the County and City desire to eliminate the West San Carlos Avenue access to the St. Johns County Library (LIBRARY) and Davenport Park (PARK), and

WHEREAS, the County and City recognize this elimination of access will create a need for access at some other location other than West San Carlos Avenue, and

WHEREAS, the County and City recognize the Florida Department of Transportation's need for City property along West San Carlos for the May Street improvement project, and

WHEREAS, the County and City recognize the needed property along West San Carlos Avenue will result in the loss of critical parking spaces for both the LIBRARY and PARK, and

WHEREAS, the County and City recognize the need for a cooperative effort to replace the lost parking at some other location in close proximity to the LIBRARY and PARK, and

WHEREAS, section 163.01, F.S. authorizes the County and the City to make the most efficient use of their respective powers by entering into an interlocal agreement to provide public services and facilities; and

WHEREAS, in accordance with section 163.01, F.S., the County and City mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to replace the lost parking described herein,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

(1) Both County and City will request from the Florida Department of Transportation two full access points off of U.S. 1, one north and one south of the LIBRARY, and one right-only exit for vehicular traffic onto San Marco Avenue, north of the City's Water Works Building, in return for the elimination of access off of West San Carlos.

(2) Both County and City will request from the Florida Department of Transportation appropriate directional signage, on State of Florida rights-of-way, for access to LIBRARY and PARK.

(3) City will develop and design, with County input, a new master parking plan for LIBRARY and PARK to include:

(a) Parking areas north of the LIBRARY and Water Works Building.

(b) A drive aisle and sidewalks between the LIBRARY and Water Works Building to connect new parking areas north of the LIBRARY and Water Works Building with current existing parking.

(c) Redesign of existing parking to accommodate U.S. 1 access as well as drive aisle and sidewalk tie in.

(4) County will allow for drive aisle and sidewalk connection to the existing parking lot located directly south of the LIBRARY.

(5) City will work with the Florida National Guard (GUARD) to amend its current agreement to allow for the placement of new parking on City property currently leased to the GUARD.

(6) City will construct all new parking, drive aisles, sidewalks and connections to existing parking, as well as modifications to existing parking at its expense.

(7) County and City agree that the access off US 1, driveway connection to San Marco, internal drive aisle, and all proposed parking will be available for use prior to the elimination of the West San Carlos driveway.

(8) County may, at the request of City, assist in the design, modifications and construction by way of in-kind services.

(9) County and City agree the one parking aisle located north and directly adjacent to the Library will be designated for the sole use of the LIBRARY and its staff. All other parking areas, drive aisle and sidewalks will be opened to the general public and will not be designated for the use of any one individual, business or entity.

(10) County and City agree all parking will be free to the public and both parties shall have to agree in the future should the desire to charge for parking arise.

(11) City will maintain the drive aisle, sidewalks and all parking areas, excluding the parking located directly south of the LIBRARY and the staff designated area north and adjacent to the LIBRARY. County will be responsible for the maintenance of the excluded areas.

(12) This Agreement shall be effective upon the date of its full execution, and may be terminated upon mutual written consent of the County and the City.

(13) If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

(14) This Agreement supersedes all previous agreements, communications, representations or understandings, either written or verbal, between the parties concerning LIBRARY and PARK parking and access. Any amendments, revisions or modifications to this Agreement shall be in writing and executed by duly authorized representatives of the County and the City.

\*\*\*\*SIGNATURES FOLLOW ON NEXT PAGE\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: Hunter S. Conrad, Clerk

\_\_\_\_\_  
Deputy Clerk

(SEAL)

**BOARD OF COUNTY  
COMMISSIONERS  
St. Johns County, Florida**

BY: \_\_\_\_\_  
Jeb Smith  
Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Darlene Galambos, City Clerk

(SEAL)

**CITY OF ST. AUGUSTINE**

BY: \_\_\_\_\_  
Nancy Shaver  
Mayor/Commissioner

DATE: \_\_\_\_\_