

RESOLUTION NO. 2016 - 166

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY WITH THE CITY OF ST. AUGUSTINE, FLORIDA TO PROVIDE FOR HOLIDAY SHUTTLE BUS PARKING.

RECITALS

WHEREAS, St. Johns County (County) owns property located at 200 San Sebastian View, St. Augustine, Florida and at 500 San Sebastian View, St. Augustine, Florida (subsequently referred to as the "Premises"); and

WHEREAS, the City of St. Augustine (City) seeks to use portions of the parking spaces located on the Premises to facilitate off-site public parking and shuttle bus services from July 2, 2016 through July 4, 2016; 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 the City mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to provide for public parking and transportations services as described herein.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as legislative finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute an interlocal agreement in substantially the same format as attached hereto with the City to provide for use of the Premises to allow shuttle bus parking.

Section 3. To the extent that there are typographical and/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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of June, 2016.

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

By: _____

Jeb Smith, Chair

ATTEST: Hunter Conrad, Clerk

By: _____

Deputy Clerk

RENDITION DATE 6/9/16



**INTERLOCAL AGREEMENT
HOLIDAY SHUTTLE PARKING
Between St. Johns County and City of St. Augustine**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between St. Johns County, Florida, a political subdivision of the State of Florida ("County"), and the City of St. Augustine, Florida, a municipal corporation ("City"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the County owns property located at 200 San Sebastian View, St. Augustine, Florida and at 500 San Sebastian View, St. Augustine, Florida (subsequently referred to as the "Premises"); and

WHEREAS, the City seeks to use portions of the parking spaces located on the Premises to facilitate off-site public parking and shuttle bus services from July 2, 2016 through July 4, 2016; 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 provide for public parking and transportation services as described herein,

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

1. County hereby agrees to permit the City to use portions of the Premises solely to facilitate public parking and shuttle bus services beginning on July 2, 2016 through and until July 4, 2016 (Holiday Period). Such portions of the Premises are specifically detailed in Exhibit A, attached hereto and incorporated herein. The County permits use of, and access to, the Premises from 7:00 a.m. until 2:00 a.m. during the Holiday Period. Use of the Premises as described herein shall not be assignable to any other party.
2. In accordance with applicable local, state and federal law, City is authorized to provide temporary signage and portable restroom facilities on the Premises. At its sole cost and expense, City shall remove all such facilities and restore the Premises to its original condition at the end of the Holiday Period.
3. City shall be responsible for providing adequate personnel to direct traffic flow, provide security and conduct clean-up during use of the Premises.

4. City shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury with a minimum policy coverage of \$1,000,000. As applicable, City shall further secure and maintain for the duration of this Agreement Workers' Compensation insurance in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage; and, a copy of proof of insurance shall be provided to the County prior to performance of this Agreement.

5. City shall not charge a parking fee for any automobiles parked on the Premises during the Holiday Period.

6. City shall be responsible for securing and maintaining all permits, licenses and approvals necessary to use the Premises as contemplated herein and such use will be in accordance with all applicable local, state and federal regulations.

7. Subject to applicable provisions contained in section 768.28, F.S., City shall indemnify, defend and save County, its officers, employees and agents harmless from all losses or liability, on account of any damages or injury, claims and demands arising out of negligent acts or omissions of City, its officers, employees or agents in performance of this Agreement. Nothing in this Agreement shall be interpreted or construed to mean that either County or City waives or modifies its common law sovereign immunity as provided under section 768.28, Florida Statutes.

8. 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.

9. 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.

10. This Agreement supersedes all previous agreements, communications, representations or understandings, either written or verbal, between the parties concerning public parking and shuttle bus services during the Holiday Period. Any amendments, revisions or modifications to this Agreement shall be in writing and executed by duly authorized representatives of County and 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, Chair

DATE: _____

Legal Review by:

Regina D. Ross
Senior Assistant County Attorney

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

BY: _____
Nancy Shaver
Mayor/Commissioner

DATE: _____

Approved as to form, legal sufficiency and execution.

Isabelle Lopez, City Attorney

**EXHIBIT A
(Premises)**

County authorizes the use of 441 vehicle parking spots in the areas highlighted below:

