

RESOLUTION NO. 2016- 331

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 SEASONS AND SPECIAL EVENTS 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 during certain holidays seasons and special events; 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, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, 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 findings 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 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.

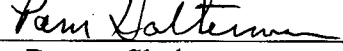
Section 4. The Clerk is instructed to file the original Interlocal Agreement in the Clerk's Office.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of October, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 10/21/16



EXHIBIT "A" TO RESOLUTION
INTERLOCAL AGREEMENT
for
HOLIDAY SHUTTLE PARKING
by and 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 annually use portions of the Premises to facilitate off-site public parking and shuttle bus services during certain holidays seasons and special events, subject to approval by the St. Johns County Administrator, or authorized designee; 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 163.02, 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 shuttle bus services as described herein,

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

1. The County hereby authorizes the City to use portions of the Premises for the sole purpose of facilitating public parking and shuttle bus services during certain holiday seasons and special events, subject to the following terms and conditions.
2. All requests for use of the Premises as described herein shall be made in writing and directed to the County Administrator, or authorized designee. The City's use of the Premises shall be limited to only those dates approved in advance by the County. On such dates, the City's use of and access to the Premises shall be from 7:00 a.m. until 2:00 a.m.

3. The City's use of the Premises shall be restricted to those areas specifically detailed in Exhibit A, attached hereto and incorporated herein.
4. In accordance with applicable local, state and federal law, the City is authorized to provide temporary signage and portable restroom facilities on the Premises. At its sole cost and expense, the City shall remove all such facilities and restore the Premises to its original condition by no later than the end of the approved time period for use.
5. The City, at its sole cost and expense, shall provide adequate personnel to direct traffic flow, provide security and conduct clean-up during use of the Premises.
6. The City is authorized to utilize third-party vendors in order to provide the services described herein at the Premises. Such third-party vendors shall comply with all applicable local, state and federal rules and regulations governing the services provided at the Premises.
7. For the duration of this Agreement, the City shall secure and maintain comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of \$1,000,000. As applicable, the City shall further secure and maintain Workers' Compensation Insurance, in an amount no less than is required by applicable 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 prior to each use of the Premises or at any time upon the County's request. Each third party vendor shall meet the same insurance requirements as the City, and provide the County with proof of insurance as described above.
8. As a condition of entering into this Agreement, the City represents that all parking on the Premises shall be provided at no cost to the public.
9. The City, at its sole cost and expense, 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.
10. Subject to applicable provisions contained in section 768.28 F.S., the City shall indemnify, defend and hold the 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 the City, its officers, employees or agents in performance of this Agreement. Nothing in the Agreement shall be interpreted or construed to mean that either the County or the City waives or modifies its common law sovereign immunity as provided under section 768.28, F.S.

11. This Agreement shall be effective upon the date of its full execution, and may be terminated by the County upon no less than thirty (30) days prior written notice.
12. Use of the Premises as described herein shall not be assignable to any other party.
13. Both the County and the City explicitly agree that nothing contained in this Agreement shall be construed or interpreted to confer third party beneficiary status to any person or entity.
14. 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.
15. This Agreement is governed by the laws of the State of Florida. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
16. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder as a result of any acts of God, force majeure, unforeseen events, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.
17. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
18. 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 holiday seasons and special events.
19. Any amendments, revisions or modifications to this Agreement shall be in writing and executed by duly authorized representatives of each of the Parties.
20. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the Parties hereto have caused the execution hereof by their duly authorized officials on the ____ day of _____, 2016.

COUNTY ADMINISTRATOR
St. Johns County, Florida

BY: _____
Michael D. Wanchick

ATTEST: Hunter S. Conrad, Clerk

DATE: _____

Deputy Clerk

(SEAL)

Legal Review by:

Regina D. Ross
Deputy County Attorney

CITY OF ST. AUGUSTINE

BY:

ATTEST:

DATE: _____

City Clerk

(SEAL)

Approved as to form, legal
sufficiency and execution.

City Attorney

EXHIBIT "A" TO INTERLOCAL AGREEMENT

