

RESOLUTION NO. 2018- 185

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ST. AUGUSTINE BEACH TO INITIATE A WATER SHUTTLE PILOT PROGRAM, PROVIDING SERVICES TO AND FROM THE VILANO PIER AND THE MUNICIPAL MARINA THROUGH AND UNTIL LABOR DAY, 2018.

RECITALS

WHEREAS, the CITY, pursuant to the authority of Chapter 11148, Laws of Florida, 1925, claims ownership of all submerged lands existing in 1925 and not otherwise legally deeded to private parties ("Submerged Lands"); and

WHEREAS, the CITY owns and operates a municipal marina for public access to the waterways and in support of the CITY's goals, policies, and objectives. The CITY has established multi-modal mobility priorities and programs in support of these legislative goals; and

WHEREAS, the CITY's municipal marina provides a public service that is constrained due to the scarcity of public waterfront property available. Therefore, it has established administrative policies that limit tenants providing duplicative services to the municipal marina. This policy is in the public interest because it provides members of the public with the greatest range of waterfront dependent services; and

WHEREAS, the COUNTY, by virtue of St. Johns County Resolution 2012-137, holds a perpetual easement for a floating dock located at the Vilano Pier, which is located on the submerged land owned by the CITY; and

WHEREAS, the CITY wishes to create a pilot program for a water shuttle service to and from the Vilano Pier and the municipal marina on Saturdays only beginning on the effective date of the MOU until Labor Day; and

WHEREAS, St. Augustine Waxi, LLC currently holds a lease for a dock and associated support services at the municipal marina for water taxi services and has entered into an agreement with the CITY to be the provider of the water shuttle service for the CITY's pilot program; and

WHEREAS, should St. Augustine Waxi, LLC not be able to meet its responsibilities pursuant to its agreement with the City, the City wishes to reserve its right to designate another provider for the service.

NOW THEREFORE, be it resolved by the Board of County Commissioners of St. Johns County, Florida, as follows:

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

2. The Board of County Commissions approves the terms of the MOU, and hereby authorizes the County administrator, designee to enter into the MOU on behalf of the County.

3. Subject to the County Administrator's direction, the St. Johns County Parks and Recreation Department shall administer the duties and obligation contained in the MOU on behalf of the County.

4. To the extent that this Resolution contains any administrative, typographic or scrivener's errors that do not alter the tone or tenor of this Resolution, then such errors may be corrected with no further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St.
Johns County, Florida, this 17th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Vice Chairman

RENDITION DATE 7/19/2018

ATTEST: Hunter S. Conrad, Clerk

By: Robert L. Platt
Deputy Clerk



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this _____ day of _____, 2018, by and between the **CITY OF ST. AUGUSTINE, FLORIDA** ("CITY") and **ST. JOHNS COUNTY, FLORIDA** ("COUNTY").

RECITALS

WHEREAS, the CITY, pursuant to the authority of Chapter 11148, Laws of Florida, 1925, claims ownership of all submerged lands existing in 1925 and not otherwise legally deeded to private parties ("Submerged Lands").

WHEREAS, the CITY owns and operates a municipal marina for public access to the waterways and in support of the CITY's goals, policies, and objectives. The CITY has established multi-modal mobility priorities and programs in support of these legislative goals.

WHEREAS, the CITY's municipal marina provides a public service that is constrained due to the scarcity of public waterfront property available. Therefore, it has established administrative policies that limit tenants providing duplicative services to the municipal marina. This policy is in the public interest because it provides members of the public with the greatest range of waterfront dependent services.

WHEREAS, the COUNTY, by virtue of St. Johns County Resolution 2012-137, holds a perpetual easement for a floating dock located at the Vilano Pier. The area of the floating dock is located on the submerged land owned by the CITY. The perpetual easement is recorded in Official Records Book 3563, Pages 23-27 of the Public Records of St. Johns County, Florida.

WHEREAS, the CITY wishes to create a pilot program for a water shuttle service to and from the Vilano Pier and the municipal marina on Saturdays only from Memorial Day until Labor Day.

WHEREAS, St. Augustine Waxi, LLC currently holds a lease for a dock and associated support services at the municipal marina for water taxi services and has entered into an agreement with the CITY to be the provider of the water shuttle service for the CITY's pilot program.

WHEREAS, should St. Augustine Waxi, LLC not be able to meet its responsibilities pursuant to its agreement with the City, the City wishes to reserve its right to designate another provider for the service.

NOW, THEREFORE, the parties, in and for consideration of the mutual covenants and agreements as provided below, the adequacy and receipt of which are acknowledged by each party, hereby agree as follows:

1. Recitals. The Recitals as described above are incorporated herein by reference, and the parties agree to the terms enumerated in this Agreement.
2. Designation. The parties acknowledge that the CITY has designated St. Augustine Waxi, LLC as the provider of the water shuttle service for the CITY's pilot program. The parties also acknowledge that the CITY may designate an additional or different provider and may terminate the pilot program at any time with a twenty-four (24) hour notice to the COUNTY.
3. Notice. Notice may be effectuated by personal service, facsimile transmission, or electronic mail.

The CITY designates the following for notice purposes:

**REUBEN FRANKLIN
MOBILITY PROGRAM COORDINATOR
75 KING STREET
ST. AUGUSTINE, FLORIDA 32085
FACSIMILE: (904) 209-4286
RFRANKLIN@CITYSTAUG.COM**

The COUNTY designates the following for notice purposes:

**WIL SMITH, DIRECTOR
ST. JOHNS COUNTY PARKS AND RECREATION DEPARTMENT
2175 MIZELL ROAD
ST. AUGUSTINE, FLORIDA 32080
PHONE: (904) 209-0324
WSMITH@SJCFL.US**

4. Pilot Program. The CITY has established the preliminary time period for the pilot program as commencing on Saturday, May 26, 2018 at 11:00am, and continuing every subsequent Saturday up to and including September 1, 2018 at 6:15pm. The hours of operation for the water shuttle service shall be from 11:00am until 6:15pm during the Saturdays of operation. The daily frequency of the shuttle shall be every 30 minutes, whether the vessel is at capacity or below capacity. In the event that the parties agree that the dates or times of operation should be modified during the pilot program to provide a better public service, the parties may do so in writing consistent with the notice provision found in paragraph 3 herein above.

5. Consideration. In consideration for the use of the floating dock, the CITY will not charge the COUNTY any additional rents or fees, and will identify the water shuttle option in its mobility planning efforts.

6. City Authority. The parties acknowledge that upon the conclusion or termination of the pilot program, the CITY may continue the program, may modify the program, or may discontinue the program. This plenary authority of the CITY includes but is not limited to, selecting different or additional providers for the water shuttle services in the CITY, at its sole discretion, if the CITY finds that this would be in the public interest.

7. County Obligations. COUNTY agrees and acknowledges that it will maintain the operations of the floating dock as non-commercial only. Should the COUNTY determine

that it wishes to open the dock to commercial operations, it will seek a submerged land lease from the CITY and pay the requisite fee consistent with City Code and regulations.

8. Public Announcements. Any announcement related to the Agreement shall be approved and agreed upon by both parties, but neither party shall unreasonably withhold consent.

9. No Waiver. No failure of either party to exercise any right or remedy under this Agreement constitutes a waiver of any other rights of that party under the Agreement.

10. Governing Laws; Venue. This Agreement is construed and governed by the laws of Florida. Venue and jurisdiction shall be in St. Johns County courts, with no conflict of laws, except that federal issues concerning the Agreement may be addressed by the United States District Court, Middle District of Florida.

11. Assignment. This Agreement binds all persons claiming by, through, under and against either of the parties. It provides no third party beneficiary rights, nor does it allow Waxi to assign any of its rights pursuant to this Agreement.

12. Effective Date. The Effective Date of this Agreement shall be the date of execution of this Agreement by the latter party to do so.

13. Entire Agreement. This Agreement constitutes an entire and integrated agreement and supersede all the terms and conditions of any prior agreement, negotiations or representations, written or oral, between the parties. This Agreement may not be modified, except in writing, signed by the parties.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE ***

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
John Regan, City Manager

Date: _____

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA

Witness
Name: _____

By: _____
Name: _____
Its: _____

Date: _____

Witness
Name: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY