

RESOLUTION NO. 2008 - 34

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE PONTE VEDRA MUNICIPAL SERVICE DISTRICT FOR THE CONSTRUCTION OF A SIDEWALK ALONG A PORTION OF PONTE VEDRA BOULEVARD, AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY**

**WHEREAS**, St. Johns County has considered entering into an Interlocal Agreement with the Ponte Vedra Municipal Service District for construction of a sidewalk along a portion of Ponte Vedra Boulevard; and

**WHEREAS**, St. Johns County and the Ponte Vedra Municipal Service District have indeed drafted an Interlocal Agreement for construction of a sidewalk along a portion of Ponte Vedra Boulevard; and

**WHEREAS**, a copy of the Interlocal Agreement is attached hereto, and incorporated as a part of this Resolution; and

**WHEREAS**, the County's matching participation is in the form of 38% of the construction costs, plus inspection services; and

**WHEREAS**, the County has determined that the Interlocal Agreement serves the long-term interests of the County.

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

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 Board of Commissioners of St. Johns County approves the terms, conditions, provisions, and requirements of an Interlocal Agreement between St. Johns County, Florida, and the Ponte Vedra Municipal Services District for construction of a sidewalk along a portion of Ponte Vedra Boulevard, and authorizing the Chairman of the Board of County Commissioners to execute the Interlocal Agreement on behalf of the County.

Section 3. To the extent that any other documents are required to be executed, the Chairman of the Board of County Commissioners, or the County Administrator, or designee, is authorized to execute such documents.

Section 4. In accordance with State law, the Clerk of the Court is instructed to file the executed Interlocal Agreement.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 19 day of February, 2008.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

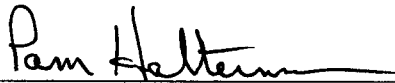
By:



Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By:



Deputy Clerk

RENDITION DATE 2/22/08



## **INTERLOCAL AGREEMENT**

### **Municipal Service District of Ponte Vedra Sidewalk Project**

THIS AGREEMENT, made and entered into this \_\_ day of \_\_\_\_\_ 2008, by and between the Municipal Service District of Ponte Vedra Beach, a municipal corporation, organized under the laws of Florida, hereinafter called "MSD", and St. Johns County, a political subdivision of the State of Florida, hereinafter called "County".

WHEREAS, the County, the MSD, and the area homeowners agree that a pedestrian sidewalk is desirable for the area described below.

WHEREAS, the County and the MSD recognize the desire and benefits of working cooperatively to have constructed a pedestrian sidewalk on Ponte Vedra Boulevard within the area described below.

WHEREAS, the County and the MSD have determined that it is in their mutual interests to enter into an Interlocal Agreement, in order to accomplish the goals and objectives, set forth above; and

WHEREAS, Section 163.02, Florida Statutes, authorizes the County and the MSD to enter into this Agreement.

NOW, THEREFORE, in consideration of the above, and based on the covenants contained herein, it is agreed by and between the parties as follows:

1. The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.
2. The MSD intends to have constructed, commencing at the southern edge of the 994 Ponte Vedra Boulevard Property Boundary and continuing 400' to the Southern Property Boundary of 1008 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082, a pedestrian sidewalk further described below.
3. The pedestrian sidewalk will be located within the County's Right-of-Way on the westerly side of Ponte Vedra Boulevard, commencing and ending as described above.
4. The pedestrian sidewalk will be constructed according to the terms and conditions of the contract attached hereto as Attachment "A" and incorporated herein by reference. This shall include compliance with all standards of the St. Johns County Land Development Code ("LDC").
5. The County hereby agrees that this Agreement shall constitute an Administrative Waiver for the Construction of sidewalks within its Right-of Way, according to section 6.02.06 of the LDC.

6. The County agrees to contribute an amount equal to:
  1. Thirty-eight percent (38.00%) of the total contract price for the construction of the 400' pedestrian sidewalk and changes to Monte Diego Drive as described above. This amount shall equal \$2,900.00.

This amounts shall be made payable to the "Municipal Service District of Ponte Vedra Beach" and shall be delivered to the MSD at the following address within forty-five (45) business days of the Agreement's approval and execution by the County: 200 Executive Parkway #208 Ponte Vedra Beach, FL 32082. The remaining cost of the pedestrian sidewalk construction will be contributed by the MSD and the area homeowner's association.

7. The MSD will be solely responsible for entering into a contract with a builder for the purpose of constructing the pedestrian sidewalk. The County shall not be a party to that contract.
8. Commencement of construction of the pedestrian sidewalk shall commence no later than thirty (30) business days after the execution of this Agreement. Construction of the pedestrian sidewalk shall be complete no later than \_\_\_\_\_. Each day beyond this completion date, the contract price shall be reduced by \$100.00 per day until completion of the project. Should the ultimate total contract price be less than that stated above, the MSD will refund to the County a thirty-eight percent (38.00%) share of the remaining balance.
9. Upon written notification by the MSD to the County of the completion of the pedestrian sidewalk, the County shall conduct an inspection of the project within fifteen (15) business days. Upon completion of said inspection, the County shall provide any comments, explanation of LDC violations, or ultimate approval of the project to the MSD within seven (7) business days of said inspection. Should the County provide comments or explanation of LDC violations, the MSD shall respond to such within seven (7) business days and shall have any LDC violations rectified within twenty (20) business days.
10. Upon written approval by County inspectors, the County agrees to accept perpetual responsibility and maintenance of the pedestrian sidewalk.
11. This Agreement can be amended or terminated by mutual agreement of both parties with thirty (30) days written notice. Should this Agreement be terminated, the parties will meet within one week of termination, in order to determine a) what, if any, sums of money are due, to either party, and b) what are the individual responsibilities of the parties with respect to winding up the project. Based on the termination meeting(s), the County and MSD will enter into an Amendment! Addendum to this Agreement that will set forth the rights, responsibilities, and obligations, of both the County and MSD associated with the termination of this Agreement.
12. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any reason or circumstance is declared void, unconstitutional or invalid for any reason, then such word,

phrase, sentence, part, subsection, section, or other portion, or the proscribed 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.

13. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.
14. In light of the scope and rationale for this Agreement, neither the County, nor the MSD may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the County or the MSD assign, transfer, or sell any of the rights noted in this Agreement without such prior express approval of the other party, then notwithstanding any other provision in this Agreement, such action on the part of either the County or the MSD shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
15. Both the County and MSD acknowledge that this Agreement constitutes the complete understanding of both parties. Both the County and MSD acknowledge that any amendments to this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and MSD. It is expressly noted that any subsequent amendment to this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.
16. This Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida.
17. All notices and other correspondence to the County shall be delivered, either by hand (receipt of delivery is necessary), or by U.S. Mail to:  
  
Darrell M. Locklear P.E. Assistant County Administrator P.O. Box 349  
St. Augustine, FL 32085-0349  
  
With a Copy to:  
  
St. Johns County Engineering Division 2740 Industry Center Road  
St. Augustine, FL 32084  
Attention: H. P. (Press) Tompkins, Jr P.E.
18. All notices and other correspondence to the MSD shall be delivered, either by hand (receipt of delivery is necessary) or by U.S. Mail to:

Robert D. Becker II, Chairman  
Municipal Service District of Ponte Vedra Beach  
200 Executive Way #208  
Ponte Vedra Beach, FL 32082

With a copy to:  
Douglas C. Crane, Trustee, MSD  
994 Ponte Vedra Boulevard  
Ponte Vedra Beach, FL 32082

**MUNICIPAL SERVICE DISTRICT  
OF PONTE VEDRA**

By: \_\_\_\_\_  
Robert D. Becker II, Chairman  
Board of Trustees  
Municipal Service District of Ponte  
Vedra

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of  
County Commissioners  
of St. Johns County,  
Florida

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
COUNTY ATTORNEY

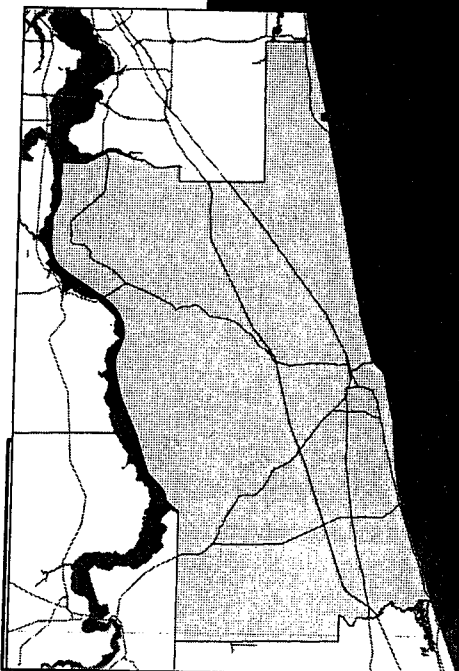
A	B	C	D	E	F	G	H	I
1								
2	<b>PROJECT COST AND INCOME FOR PROPOSED SIDEWALK FROM 994 PV BOULEVARD SOUTH FOR NEW 400 FEET</b>							
3								
4	<b>400' SOUTH ON 994 PV BLVD</b>							
5								
6								
7	Monte Diego Drive (approx with curve)	Square Feet	Cost per Sq. Ft.	Cost of Sidewalk	Revenue MSD	Revenue Source for Sidewalk	Balance	
8	Sidewalk	11' x 40' = 440	4.00	\$ 1,760.00		County	Residents	
9	Subtotal	380' x 5' = 1,900	3.00	\$ 5,700.00				
10				\$ 7,460.00				
11	County: Monte Diego 11' x 40' =							
12	County: 1' wide by 380' long	440	3.00			\$ 1,760.00		
13	MSD: 1' wide by 380' long	380	3.00			\$ 1,140.00		
14	Balance	380	3.00		\$ 1,140.00			
15	Doug McEvoy							
16	Friend						\$ 750.00	
17	Balance on the 400 feet			\$ 7,640.00	\$(1,140.00)	\$(2,900.00)	\$ 2,670.00	
18							\$(3,420.00)	Zero

Completed Sidewalk  
(Phase I)

Monte Diego Dr

Proposed Sidewalk  
400 Ft. (Phase II)

Ponte Vedra Blvd



### Ponte Vedra Blvd & Monte Diego Dr Sidewalk

Map Prepared: 2/6/08 (DT)  
DISCLAIMER  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.