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Prepared by and return to:
Neill W. McArthur, Jr.
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**INTERLOCAL AGREEMENT BETWEEN CITY OF JACKSONVILLE, AND
CITY OF ATLANTIC BEACH FOR DESIGN AND CONSTRUCTION
OF LANDSCAPED MEDIANS ALONG SR A1A / 101 (MAYPORT ROAD)
IN DUVAL COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into in triplicate on this 13th day of June, 2005, by and between the CITY OF JACKSONVILLE, a municipal corporation located at 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 (hereinafter referred to as "JACKSONVILLE"); and the CITY OF ATLANTIC BEACH, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter referred to as "ATLANTIC BEACH");

WITNESSETH:

WHEREAS, JACKSONVILLE, and ATLANTIC BEACH both have portions of SR A1A / 101 (Mayport Road), a Florida Department of Transportation ("FDOT") maintained Right of Way, within their respective City limits (the rights-of-way of which are recorded in the Official Records of Duval County, Florida) (hereinafter referred to as "Mayport Road"); and

WHEREAS, JACKSONVILLE and ATLANTIC BEACH agree that design and construction of certain "Public Improvements", as hereinafter defined and as proposed by the October 2003 Metropolitan Planning Organization Mayport Road Access Management Study, will provide substantial safety and traffic management benefits; and

WHEREAS, the Florida Department of Transportation is in favor of said Public Improvements and has provided some funding therefore; and desires that the parties work jointly to accomplish design and construction of the Public Improvements with JACKSONVILLE taking the lead as the project manager; and

WHEREAS, JACKSONVILLE and ATLANTIC BEACH agree that a formally executed agreement for design and construction of proposed said Public Improvements between the two (2) parties will promote the lasting beauty, durability, and aesthetics of the Public Improvements and such agreement will be in the best interest of both parties; and

WHEREAS, JACKSONVILLE and ATLANTIC BEACH now desire to set forth their agreement regarding the design and construction, costs and funding of the Public Improvements in this written Agreement; now therefore

IN CONSIDERATION of the mutual promises and covenants contained herein, JACKSONVILLE and ATLANTIC BEACH agree as follows:

SECTION 1 – DEFINITIONS

1.1 “PUBLIC IMPROVEMENTS” means capital improvements consisting of certain road, streetscape and landscape improvements along that portion of Mayport Road between the Mayport Flyover and Naval Station Mayport.

1.2 “DESIGN CONSULTANT” means that group or organization chosen by JACKSONVILLE, in consultation with ATLANTIC BEACH, to be responsible for design, plan and Bid specification preparation necessary to construct said improvements.

SECTION 2 – OBLIGATIONS

2.0 JACKSONVILLE shall be responsible for:

2.0.1 Entering into and executing a Local Agency Partner (LAP) agreement with FDOT that will allow JACKSONVILLE to provide overall management of the entire project design and construction efforts.

2.0.2 Overseeing the entire design and construction of the Public Improvements, including, but not limited to supervising, design, bidding and construction administration for the Public Improvements.

2.0.3 Coordination with ATLANTIC BEACH to ensure continuity of design between the two cities, including plan and landscape concept review.

2.0.4 Performing all administrative and financial liaison with FDOT, including invoicing, coordination of plan review and applicable standards.

2.0.5 Ensuring all appropriate and applicable purchasing regulations and requirements are followed in the bidding, selection of contractor and administration of the construction of the Public Improvements.

2.0.6 Providing funding, as detailed in Section 3, of this Agreement for the design and construction of the Public Improvements within JACKSONVILLE city limits, for costs in excess of FDOT funding levels, as allocated on a lane mile basis for such Public Improvements.

2.0.7 Recording this Agreement in the Official records of Duval County, in the Office of the Clerk of the Circuit and County Courts, as provided in Section 163.01(11), Florida Statutes.

2.0.8 JACKSONVILLE agrees to provide three (3) sets of blue-line prints, and complete CADD files, of final As-Built Drawings of the Public Improvements to ATLANTIC BEACH after the completion of construction of the Public Improvements.

2.1 ATLANTIC BEACH shall be responsible for:

2.1.1 Providing funding to JACKSONVILLE for Public Improvement construction of the median improvements within ATLANTIC BEACH city limits, for costs in excess of FDOT funding levels, as allocated on a lane mile basis for such Public Improvements.

2.1.2 Negotiating and paying for design services for the Public Improvements to be located in the ATLANTIC BEACH city limits, by a separate contract between ATLANTIC BEACH and a design professional.

2.1.3 Conducting timely reviews of all plans, including approval prior to release for bidding the portion of the Public Improvements within ATLANTIC BEACH, specifications, invoices and other project materials submitted to ATLANTIC BEACH for concurrence.

2.1.4 Any Public Improvement cost overruns, on a ratio directly proportional to the portion of the Public Improvements within ATLANTIC BEACH limits.

2.2 The address of JACKSONVILLE for the purposes of communications relating to this Agreement shall be as noted above (contact person: Mayor or designee).

2.3 The address of ATLANTIC BEACH for the purposes of communications relating to this Agreement shall be as noted above (contact person: City Manger or designee).

SECTION 3-FUNDING RESPONSIBILITY

3.1 JACKSONVILLE shall appropriate and distribute the FDOT funding in an amount not-to-exceed THREE MILLION THREE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$3,330,000.00) FOR ALL OF THE public Improvements.

3.2 JACKSONVILLE's maximum indebtedness for the design and construction of Public Improvements, as specified in Section 2.0.6, of this Agreement, shall be a total amount not-to-exceed NINE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$975,000.00), lawfully appropriated for the Public Improvements.

3.3 JACKSONVILLE shall provide to ATLANTIC BEACH, an amount, not-to-exceed TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS, as authorized and appropriated in Ordinance 2003-462-E, to assist with the Public Improvements specified in Section 2.1.1, of this Agreement.

3.4 ATLANTIC BEACH's maximum indebtedness for the design and construction of Public Improvements, as specified in Section 2.1.1, of this Agreement shall be a total amount not-to-exceed SIX HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$630,000.00), which consists of the TWO HUNDRED FIFTY THOUSAND and 00/100 dollars (\$250,000.00), from JACKSONVILLE as previously described in Section 3.3, of this Agreement, plus THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) lawfully appropriated by ATLANTIC BEACH, for the Public Improvements specified in Section 2.1.1, of this Agreement, plus EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) for design services, as contemplated in Section 2.1.2, of this Agreement.

SECTION 4 – DEFAULT AND REMEDIES

4.1 A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision, or warranty entered into between JACKSONVILLE and ATLANTIC BEACH relating to the Public Improvements. If a default, breach or anticipatory breach occurs, the party not in default may, at any time or from time to time, proceed to enforce its remedy under this Agreement by suit in equity, action at law or by any other appropriate proceeding for damages or other relief, or proceed to take any action authorized or permitted under the applicable laws or regulations. No party shall act upon any default until it has given the party in default written notice of the default and thirty (30) days within which to cure the default.

SECTION 5 – GENERAL PROVISIONS

5.1 JACKSONVILLE, and ATLANTIC BEACH, each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of JACKSONVILLE or ATLANTIC BEACH nor shall it be construed as giving any right or benefit hereunder to anyone other than JACKSONVILLE, ATLANTIC BEACH, their successors and assigns.

5.2 All parties agree to comply with all applicable laws, rules and regulations, federal, state and local, in its performance under this Agreement and its implementation.

5.3 No waiver by any party at any time of any of the terms, conditions, covenants, and agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.

5.4 This Agreement constitutes the entire agreement between JACKSONVILLE and ATLANTIC BEACH. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and signed by the duly authorized representatives of JACKSONVILLE and ATLANTIC BEACH by formal amendment.

5.5 The use of the singular in this Agreement shall include the plural and the pronouns shall be considered as masculine, feminine or neutral in gender wherever the context so requires.

5.6 Should any provision of this Agreement be determined by any court of competent jurisdiction to be illegal or in conflict with any federal, state or local law or

ordinance or rule or regulation, such provision shall be deemed severed from the Agreement and the validity of the remaining provisions shall not be impaired.

5.6 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original; and all of such counterparts together shall constitute one and the same instrument.

**SECTION 6 – MEMBERS OF LOCAL GOVERNING BODY,
OR THEIR PUBLIC OFFICIALS**

6.1 No member, officer or employee of the governing body of the locality in which the Public Improvements are situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work performed in connection with the Public Improvements maintained under this Agreement. This prohibition shall apply to all contracts or subcontracts in connection with the maintenance of the Public Improvements.

The remainder of this page is intentionally left blank.

Bussey, Donna

From: Carper, Rick
Sent: Tuesday, July 12, 2005 4:45 PM
To: Bussey, Donna
Cc: Hanson, Jim
Subject: COAB/COJ Interlocal agreement



Atlantic Beach
InterlocalAgree...

Donna, attached is the final version of the Interlocal the commission approved last night. Below I have copied the instructions for handling sent from the COJ Counsel's office (I have already removed the redlining & notes, but please check it for me). Please have the Mayor sign this as soon as possible and forward as directed below.

Thanks, Rick

1. Print out and properly format at least three (3) execution originals and remove all red lining and all other editorial notes.
2. Have the execution originals executed by the Mayor and the City Clerk, including all notary statements etc.
3. Return the executed originals to me at the below stated address. Upon receipt, I shall put it away in anticipation of our legislation.

Once it is fully executed, I shall return an original to you for COAB.

Thanks for your help in this matter.

Neill W. McArthur, Jr.
Senior Assistant General Counsel
City Hall at St. James-Suite 480
Jacksonville, FL 32202
(904) 630-1715 (Phone)
(904) 630-1731 (Fax)

PLEASE NOTE: Florida has a very broad public records law. Your e-mail communications may be subject to public disclosure.