

RESOLUTION 2001-134

**A RESOLUTION AUTHORIZING THE INTERLOCAL AGREEMENT BETWEEN
ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE
PERTAINING TO THE REVIEW OF ANNEXATION PETITIONS**

Recitals:

WHEREAS, the City of St. Augustine (hereinafter "City") is an incorporated municipality within the boundaries of St. Johns County (hereinafter "County"), Florida; and

WHEREAS, the City has and may continue periodically to annex into the city limits certain real property located within the unincorporated areas of the County; and

WHEREAS, the parties wish to provide a procedure for cooperation and communication for the issues addressed in this Interlocal Agreement.

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

Section 1. The Chairman of the Board of County Commissioners of St. Johns County and the Clerk of the Circuit Court are hereby authorized and directed to sign the Interlocal Agreement (attached and incorporated by reference as "Exhibit A").

Section 2. Upon the signed agreement of both parties, the County Administrator is directed to file a duplicate original of the signed Interlocal Agreement with the Clerk of Courts.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 26th day of June, 2001.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Cheryl Strickland
Deputy Clerk

INTERLOCAL AGREEMENT

This interlocal Agreement is entered into between the City of St. Augustine, Florida (hereinafter "City"), and the Board of County Commissioners of St. Johns County, Florida (hereinafter "County").

It is agreed between the City and County as follows:

Section 1.

This interlocal Agreement is entered into between the parties under the general authority provided under Section 163.01, Florida Statutes, and shall be known as the "City of St. Augustine Annexation Interlocal Agreement".

Section 2.

The purpose of this interlocal Agreement is to provide a procedure for cooperation and communication on matters of land use, traffic, and drainage for annexed properties.

Section 3.

Upon receipt of a petition for voluntary annexation to the City pursuant to section 171.044, Florida Statutes, the City will advise the County in writing of the receipt of such petition prior to the time the consideration of the petition is scheduled for first public hearing. The City shall solicit technical input from the County regarding issues raised by the annexation which technical report will be included in the materials delivered to the City Commissioners for consideration as a part of the proposed annexation.

Section 4.

If a parcel of real property within the corporate limits of the City remains subject to the terms and conditions of the St. Johns County Comprehensive Plan as then in existence, or is otherwise subject to County regulations pursuant to Section 171.062(2), Florida Statutes, and the City receives an application for rezoning or for a major modification of a PUD relating to such property, the City shall provide to the County Planning Department a copy of such application in advance of its consideration by the City and shall provide an opportunity for the County Planning Department to provide an opportunity for input concerning such application.

Section 5.

In the event either party receives an application for a development permit which development permit involves the establishment of a point of vehicular access to a street, road, or thoroughfare for which the other party has maintenance responsibility, a copy of such application shall be provided to the other party for technical review.

Section 6.

In the event that either party receives an application for development permit that involves the discharge of surface or storm water into drainage systems under the maintenance or responsibility of the other party, a copy of such application shall be provided to the other party.

Section 7.

This interlocal Agreement may be amended in writing by agreement of the parties. Any amendment must be executed with the same formalities as the original.

Section 8.

If any section, phrase, sentence or portion of this interlocal Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 9.

This interlocal Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

Section 10.

This interlocal Agreement shall be executed in triplicate and shall take effect immediately upon filing with the Clerk of the Circuit Court after its execution by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this interlocal Agreement to be executed by their respective duly authorized officers on the dates set forth below.

EXECUTED by the Board of County Commissioners of St. Johns County, Florida, on the _____ day of _____, 2001.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Marc A. Jacalone, Chairman

EXECUTED by the City of St. Augustine, Florida, on the _____ day of _____,
2001.

CITY OF ST. AUGUSTINE, FLORIDA

By: _____
Its Mayor

ATTEST: CHERYL STRICKLAND, CLERK

By: _____
Deputy Clerk