

RESOLUTION NO. 2007 - 128

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE TOWN OF HASTINGS, FLORIDA FOR MAINTENANCE OF COUNTY ROAD 13 (MAIN STREET) FROM THE PROPOSED TOWN ANNEXATION LIMITS TO THE INTERSECTION OF STATE ROAD 207, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY

Whereas, St. Johns County, Florida, a political subdivision of the State of Florida (County) and the Town of Hastings, Florida, a municipal corporation organized under the laws of the State of Florida (Town) are authorized to enter into an interlocal agreement pursuant to Chapter 163, Florida Statutes; and

WHEREAS, there are roads within the Town that are maintained by St. Johns County; and

WHEREAS, the Town has recently annexed approximately 608 acres of property into the Town; and

WHEREAS, the annexed area also contains roads that are currently maintained by St. Johns County; and

WHEREAS, there is a need to clarify responsibility for roadway maintenance within the entire area of the Town and the St. Johns County that are not covered adequately by the current interlocal agreements.

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

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. That the Board of County Commissioners of St. Johns County, Florida, recognizes and acknowledges, that County Road 13 (Main St.) from the proposed annexation limits to the intersection of SR207 should and shall be maintained by St. Johns County, until such time as the attached, and incorporated, Interlocal Agreement is either revised, or terminated.

Section 3. That the Board of County Commissioners of St. Johns County, Florida, authorizes the County Administrator to execute the Interlocal Agreement on behalf of the County.

Section 4. To the extent required by Florida Law, shall be filed and/or recorded with the Clerk of the Court.

PASSED AND ADOPTED THIS 15 **DAY OF**
May **2007.**

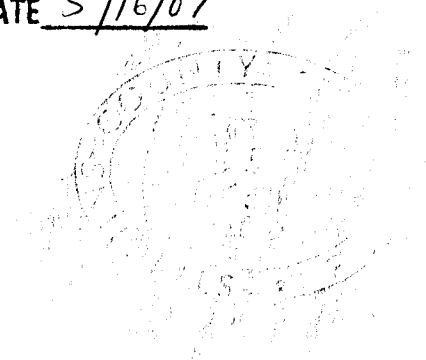
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

BY: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterum

RENDITION DATE 5/16/07



INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) made and entered into this _____ day of _____ 2007, by St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the Township of Hastings, a political subdivision of the State of Florida, hereinafter referred to as the Town.

WHEREAS, the County and the Town are authorized to enter into Interlocal Agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, there is a need to clarify roadway and drainage maintenance responsibilities between the Town and the County that are not covered adequately through current Interlocal Agreements; and

WHEREAS, The Town has recently annexed 608 acres of property into the Town, including roadways and drainage facilities historically located in the unincorporated area of the County, thus creating a need to delineate maintenance responsibilities for roadway and drainage facilities now within the Town; and

WHEREAS, The County has assisted the Town with various maintenance and operational issues over the past years, and the County intends to continue that cooperative relationship whenever requested.

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

Section 1. The following delineates the respective responsibilities of the parties:

- a. County Road 13 (Main Street) from the Town limits to the intersection of SR 207 shall be maintained by St. Johns County, to include road maintenance and associated drainage facilities.
- b. All other roads that extend from the County into the Town should be maintained by the Town within the Town limits, to include road maintenance and associated drainage facilities.
- c. If road maintenance responsibilities need to be further defined in the future, this Agreement may be amended by mutual written agreement of the County and the Town.

Section 2. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, 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; in invalid, shall remain in full force, and effect.

Section 3. Both the County and the Town acknowledge that this agreement constitutes the complete agreement and understanding of both parties. Both the County and the Town acknowledge that any amendments to the Agreement shall be in writing, and approved by the appropriate legislative body.

Section 4. This agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be in St. Johns County Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day and year below written.

Board of County Commissioners,
St. Johns County, Florida

By: _____
Ben Rich, Chair

Date: _____

ATTEST:

Clerk to the Board of County Commissioners
St. Johns County, Florida

Town of Hastings, Florida
Town Commissioners

By: _____
Tom Ward, Mayor

Date: _____

ATTEST:

Town Manager
Town of Hastings, Florida