

RESOLUTION NO. 2012-197

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT FOR DRIVEWAY PERMITTING AND ROADSIDE DITCH MAINTENANCE AND OPERATION BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE FLAGLER ESTATES ROAD AND WATER CONTROL DISTRICT

WHEREAS, Flagler Estates Boulevard and Kirchherr Avenue are County Roads (collectively, the "Designated Roads"), owned and operated by St. Johns County (the "County"); and,

WHEREAS, the Designated Roads are located within the boundaries of Flagler Estates Road and Water Control District ("FERWCD"); and,

WHEREAS, the County is currently responsible for ensuring that driveways and culverts installed in the right-of-way of the Designated Roads meet County specifications; and,

WHEREAS, under Section 6.04.04.F of the Land Development Code driveway culvert installation and replacement on all County Roads is the responsibility of the adjoining private property owner; and,

WHEREAS, the FERWCD has an established program for the installation and replacement of driveway culverts on roads owned and operated by the FERWCD; and,

WHEREAS, in order to provide equitable treatment for all property owners in FERWCD, the County and the FERWCD mutually desire and agree that the responsibility for driveway permitting and roadside ditch maintenance and operation shall be assumed by FERWCD.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board hereby approves the terms, provisions, conditions, and requirements of the Interlocal Agreement between St. Johns County, Florida, and the Flagler Estates Road and Water Control and authorizes the Chair to execute the Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical, administrative and/or scrivener's errors or omissions that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of August, 2012.

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

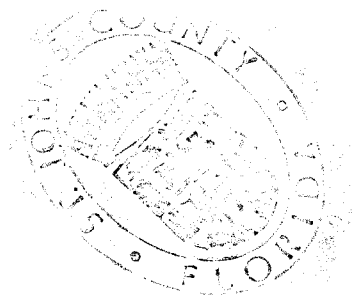
Attest:

Ram Halterman
Deputy Clerk

By:

[Signature]
Chair

RENDITION DATE 8/9/12



**INTERLOCAL AGREEMENT
BETWEEN
FLAGLER ESTATES ROAD AND WATER CONTROL DISTRICT
AND
ST. JOHNS COUNTY, FLORIDA**

WHEREAS, Flagler Estates Boulevard and Kirchherr Avenue are County Roads (collectively, the "Designated Roads"), owned and operated by St. Johns County (the "County"); and,

WHEREAS, the Designated Roads are located within the boundaries of Flagler Estates Road and Water Control District ("FERWCD"); and,

WHEREAS, the County is currently responsible for ensuring that driveways and culverts installed in the right-of-way of the Designated Roads meet County specifications; and,

WHEREAS, under Section 6.04.04.F of the Land Development Code driveway culvert installation and replacement on all County Roads is the responsibility of the adjoining private property owner; and,

WHEREAS, FERWCD has an established program for the installation and replacement of driveway culverts on roads owned and operated by the FERWCD; and,

WHEREAS, in order to provide equitable treatment for all property owners in FERWCD, the County and the FERWCD mutually desire and agree that the responsibility for driveway permitting and roadside ditch maintenance and operation shall be assumed by FERWCD.

NOW, THEREFORE, BE IT MUTUALLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AND THE BOARD OF THE FLAGLER ESTATES ROAD AND WATER CONTROL DISTRICT THAT THIS INTERLOCAL AGREEMENT BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein.
2. Effective as of _____, 2012, the FERWCD shall assume responsibility for ensuring that driveways and culverts installed within the right-of-way of the Designated Roads meet the specifications and rules of FERWCD attached hereto as Appendix A. By way of this agreement, the County hereby waives any requirement for the FERWCD to meet any certain specifications for such driveways and culverts on the Designated Roads and the FERWCD agrees that the County shall have no obligations with respect to such installations. In recognition of such waiver, the FERWCD agrees to be solely responsible for the design and maintenance of the roadside drainage system associated with the

Designated Roads to ensure that such functions appropriately in regard to any approved driveways and/or culvert installations in order to protect the area and the County roads' durability and sustainability.

3. The FERWCD may retain all fees associated with such culvert and driveway installations and replacements.
4. Nothing in this Interlocal Agreement shall be construed as transferring ownership of any road, right-of-way, or easement. The County shall continue to be solely responsible for maintaining and repairing the Designated Roads, including cross culverts under the Designated Roads.
5. This Interlocal Agreement may be terminated by either the County or FERWCD by providing the other with thirty days prior written notice, subject to the following: Upon notification by FERWCD of its intent to terminate this agreement, the County has the right to inspect the elevation of all culverts installed by FERWCD and the elevations of the ditch bottoms upstream and down stream of such culverts to assure that an appropriate slope has been maintained during the period of maintenance by FERWCD. Should drainage problems related to culvert elevations and ditch slopes be documented by the County's engineering inspection, such problems will be corrected at the expense of FERWCD prior to any right of FERWCD to terminate this agreement. Such determination will be based primarily upon the County's discretion but may be subject to the FERWCD's presentation of independent engineering analysis, if submitted in a timely manner.
6. This Interlocal Agreement shall be filed with the Clerk of the Circuit Court for St. Johns County, Florida.
7. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.
8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. In the event any provision hereof is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of the Interlocal Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

ATTEST: Flagler Estates Road and Water Control District

Board Secretary

By: _____
Board President

Approved by the Board of County Commissioners of St. Johns County, Florida, on the _____ day of _____, 2012.

ATTEST: Board of County Commissioners of St. Johns
County

Board Clerk

By: _____
Mark P. Miner, Chair