

RESOLUTION NO. 2024-523

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA REGARDING MAINTENANCE FOR ROADWAY, UTILITIES, AND DRAINAGE IMPROVEMENTS ON WEST KING STREET; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS** the COUNTY maintains the portion of the West King Street right of way from the western boundary of the City to its intersection with U.S. Highway 1; and,

**WHEREAS** the CITY maintains potable water and sanitary sewer utilities within the right-of-way of West King Street; and,

**WHEREAS**, during Hurricane Matthew and Hurricane Irma, portions of West King Street adjacent to South Whitney Street were submerged with flood waters; and

**WHEREAS**, the CITY has initiated FEMA HMGP Grant project 4283-87-R to raise West King Street and install culverts and associated drainage structures along West King Street from South Whitney Street to U.S. Highway 1 to alleviate flooding in this area (the "Project"); and

**WHEREAS** the COUNTY and CITY agree that drainage improvements along West King Street will be beneficial to both parties and to the public; and

**WHEREAS**, entering into this INTERLOCAL AGREEMENT serves the interest of the County, is in the best interest of the public and serves a public purpose.

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

**Section 1.** The above recitals are incorporated into the body of this Resolution and adopted as findings of fact.

**Section 2.** The Board of County Commissioners of St. Johns County, Florida hereby approves the Interlocal Agreement between the City of St. Augustine and St. Johns County, and authorizes the County Administrator, or designee, to execute the Interlocal Agreement on behalf of the County, in substantially the same form and format as attached.

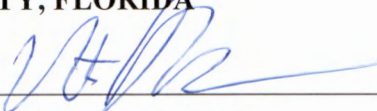
**Section 3.** To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 4.** This Resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 3<sup>rd</sup> day of December, 2024.

Rendition Date DEC 03 2024

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

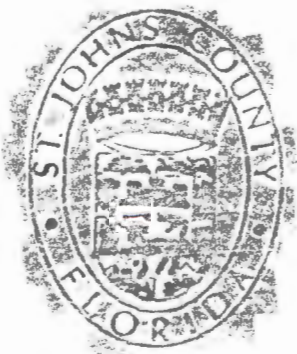
By:   
Krista Joseph, Chair

**ATTEST:** Brandon J. Patty,

Clerk of the Circuit Court & Comptroller

By: 

Deputy Clerk



**INTERLOCAL AGREEMENT BETWEEN  
ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE  
TO PROVIDE MAINTENANCE FOR ROADWAY, UTILITIES, AND  
DRAINAGE IMPROVEMENTS ON WEST KING STREET**

This Agreement is made and entered into by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY"), and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"):

**WHEREAS** the COUNTY maintains the portion of the West King Street right of way from the western boundary of the City to its intersection with U.S. Highway 1; and,

**WHEREAS** the CITY maintains potable water and sanitary sewer utilities within the right-of-way of West King Street; and,

**WHEREAS**, during Hurricane Matthew and Hurricane Irma, portions of West King Street adjacent to South Whitney Street were submerged with flood waters; and

**WHEREAS**, the CITY has initiated FEMA HMGP Grant project 4283-87-R to raise West King Street and install culverts and associated drainage structures along West King Street from South Whitney Street to U.S. Highway 1 to alleviate flooding in this area (the "Project"); and

**WHEREAS** the COUNTY and CITY agree that drainage improvements along West King Street will be beneficial to both parties and to the public; and

**WHEREAS** COUNTY and CITY agree to cooperate and use mutual resources to maximize the efficiency of the proposed Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the County and the CITY agree as follows:

**A. LEGAL AUTHORITY.**

1. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes, and pursuant to powers granted by law to the COUNTY and to the CITY.

**B. MAINTENANCE AND REPAIR.**

1. The parties agree that the COUNTY will continue to provide roadway and sidewalk maintenance and repair of West King Street within the CITY limits to its intersection with U.S. Highway 1.
2. The parties agree that the CITY will provide maintenance and repair of the culverts and associated drainage structures (including drainage structures within permanent easements) installed along West King Street from the first drainage structures located west of South Whitney Street to the drainage structures located

on the west side of Travis Lane, as shown on the construction plans associated with the County right-of-way permit.

3. The parties agree that the COUNTY will continue to provide maintenance and repair of the culverts and associated drainage structures outside of this project's limits.
4. The parties agree to mutually coordinate the schedule and implementation of any necessary construction activity, including but not limited to surveying, inspection, repair, replacement, or repaving.
5. Each party will be responsible for the costs associated with their respective maintenance activity, subject to the following:
  - a. If the COUNTY right-of-way repairs require the relocation of CITY utilities, the COUNTY agrees to provide a reasonably equivalent location for CITY utilities within COUNTY owned or controlled right-of-way subject to CITY acceptance of the location which such acceptance shall not be unreasonably withheld.
  - b. The CITY is responsible for the costs associated with relocating its utilities, and the COUNTY is responsible for the costs associated with repairing and repaving the affected right-of-way.
  - c. If CITY utility repairs cause damage to COUNTY pavement or substructure, the CITY will be responsible for the costs associated with repairing the affected right-of-way.
  - d. If COUNTY right-of-way repairs cause damage to CITY drainage infrastructure or utilities, the COUNTY will be responsible for the costs associated with repairing the affected drainage infrastructure or utilities.

C. West KING ST./South WHITNEY ST. DRAINAGE PROJECT.

1. The CITY will provide plans, specifications, and designs for the PROJECT.
2. The plans, specifications, and design provided by CITY will identify necessary temporary construction and perpetual drainage easements, and perpetual access and maintenance easements needed for the PROJECT.
3. The CITY will secure easement rights for the project. assuming a willing seller and assuming approval of any necessary costs for securing the easements by the City Commission. Nothing herein is intended to imply that the City will consider eminent domain within the City's jurisdictional boundaries, nor compel the County to similarly take property via eminent domain in its jurisdiction. The easement documents will be provided as part of the right-of-way permit

application to the COUNTY. COUNTY will waive all fees associated with the right-of-way permit application fees for this project.

4. Nothing herein is intended to imply a delegation of the eminent domain authority of either jurisdiction, and COUNTY staff is not authorized to notice or negotiate eminent domain on behalf of the CITY, nor to imply a threat of condemnation related to this project.
5. The CITY professional staff and its consultants will be responsible for PROJECT design, as well as, permitting with all reviewing agencies, and any necessary noticing. The CITY will be responsible for contractor services, inspections, oversight and overall management of schedule and delivery of the PROJECT.
6. The parties agree to mutually coordinate the schedule and implementation of the PROJECT. CITY agrees to hold pre-construction meetings with COUNTY and consultants/contractors to coordinate operations, notices to the public and other necessary administrative matters. Thereafter, CITY agrees to provide routine updates to the COUNTY on the progress of the PROJECT.
7. The parties anticipate that all or portions of the PROJECT may be funded by qualifying grants, and CITY participation. The CITY will be responsible for compliance with the terms of any grant obtained for the PROJECT. The COUNTY agrees to cooperate with the CITY in its compliance with grant requirements. The COUNTY agrees to cost share 50% of the local match; County share of local match not to exceed \$250,000.

**D. EFFECTIVE TERM.**

1. The Term of this Interlocal Agreement will commence on the date this Agreement is signed by the later party executing same ("Effective Date") and shall continue until terminated by the parties in accord with the requirements of this Agreement. Should the CITY not be awarded the anticipated Phase II grant from FDEM/FEMA for construction of the contemplated improvements, CITY shall promptly provide COUNTY with notice, and the terms of this Agreement shall be automatically terminated.
2. Either party may terminate this Agreement by providing written notice to the other party of such termination. Written notice shall be sent by U.S. mail, certified, return receipt to the attention of the City Manager or County Administrator, respectively. The date of termination shall be no sooner than thirty (30) days after receipt of said written notice.
3. The parties will endeavor in good faith to equitably provide for ongoing maintenance of the infrastructure after the date of termination of this Agreement consistent with their duties to maintain public health and safety.

4. A certified copy of this Agreement shall be filed with the Clerk of the City of St. Augustine and with the Clerk of Court/Board of County Commissioners of St. Johns County, Florida.

**\* \* \* SIGNATURES APPEAR ON THE FOLLOWING PAGE \* \* \***

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ATTEST:

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

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

By: \_\_\_\_\_  
Joy Andrews, County Administrator

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

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ATTEST:

**CITY OF ST. AUGUSTINE, FLORIDA,**  
a municipal corporation

\_\_\_\_\_  
Darlene Galambos, City Clerk  
  
(SEAL)

By: \_\_\_\_\_  
Nancy Sikes-Kline, Mayor

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY