

Resolution No. 2023-277

INTERLOCAL AGREEMENT
BETWEEN CITY OF JACKSONVILLE
AND ST. JOHNS COUNTY
REGARDING MAINTENANCE OF RACE TRACK ROAD

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 2023 by and between the City of Jacksonville, Duval County, Florida, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("Jacksonville") and St. Johns County, Florida, a political subdivision existing under the laws of the State of Florida ("St. Johns").

RECITALS:

WHEREAS, Eastland Development Group, Inc. ("EDGI") and Jacksonville entered into that certain *Public Infrastructure Capital Improvements Costs Disbursement Agreement Between City of Jacksonville and Eastland Development Group, Inc.* dated December 15, 2021 ("City Agreement"), for the funding and construction of widening to four (4) lanes a portion of Race Track Road, which is located in the City of Jacksonville and transitions into St. Johns County, extending approximately from Bartram Park Boulevard to the proposed intersection of East Peyton Parkway and Race Track Road, as further shown on the depiction attached hereto as Exhibit "A" (hereinafter referred to as the "East Section of Race Track Road"); and

WHEREAS, EDGI is owner of certain lands within the City of Jacksonville and St. Johns County which are to be used for the East Section of Race Track Road; and

WHEREAS, Jacksonville and EDGI are solely responsible for the design, engineering, permitting, construction, inspection, and funding of the East Section of Race Track Road; and

WHEREAS, Jacksonville and EDGI agree to design, engineer, construct and permit the East Section of Race Track Road to St. Johns County construction standards and specifications; and

WHEREAS, upon completion of construction of the East Section of Race Track Road, those portions of the East Section of Race Track Road owned by EDGI located within the City of Jacksonville and St. Johns County will be dedicated and conveyed to Jacksonville and St. Johns as to those portions located within each jurisdiction respectively; and

WHEREAS, upon the conveyance and acceptance of the East Section of Race Track Road to each party, St. Johns agrees to thereafter operate, maintain, and repair the East Section of Race Track Road right-of-way, excluding any landscaping that may be installed in, on, or adjacent to the right-of-way, regardless of whether any such portion of the road is within or outside of the jurisdiction of St. Johns, at its sole cost and expense; and

WHEREAS, Jacksonville and St. Johns wish to establish and set forth in this Agreement the duties and obligations between the parties with regard to the permitting, operation, maintenance and repair of the East Section of Race Track Road; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969 (the "Act")", permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Jacksonville and St. Johns find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties, and purposes authorized by law; and,

WHEREAS, Jacksonville and St. Johns desire to enter into this Agreement for the purposes of exercising jointly their common powers and authority concerning the permitting, operation, maintenance and repair of the East Section of Race Track Road and to specify the responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies;

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. **RECITALS AND EXHIBITS.**

The above recitals and attached exhibits are specifically incorporated by reference and made a part of this Agreement.

2. **EFFECTIVE DATE.**

The effective date of this Agreement will be the date the last of the parties to be charged executes the Agreement.

3. **TERM.**

The term of this Agreement shall commence upon the effective date and, unless terminated by either party as herein provided or renewed by the parties, shall expire and terminate on the twentieth (20th) anniversary of the effective date. Thereafter, this Agreement shall automatically renew for successive and continuing five (5) year terms unless terminated by either party as provided herein.

4. **COMPLIANCE.**

St. Johns shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and the transferred permits.

5. **PERMITS.**

A. *Jacksonville.*

Jacksonville shall relinquish all rights to grant permits or authorizations related to the construction, operation, maintenance, or repair of the East Section of Race Track Road located within its jurisdiction.

B. *St. Johns.*

St. Johns shall have sole authority to grant permits and authorizations related to the construction, operation, maintenance, or repair of the East Section of Race Track Road, consistent with its construction specifications and standards and all applicable federal, state and local laws. Landscaping permitted within the right of way shall consist only of trees and grass. If additional landscaping is desired, the developer requesting such landscaping shall enter into a separate maintenance agreement with the parties. Following conveyance and acceptance of the East Section of Race Track Road, St. Johns agrees to thereafter timely process all future applications, permits and authorizations related to the construction, operation, maintenance, or repair of the East Section of Race Track Road in a reasonable manner, consistent with its construction specifications and standards and all applicable federal, state and local laws.

C. *No Merger.*

In the performance of this Agreement Jacksonville and St. Johns may be required to obtain one or more permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written consent of both parties. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Jacksonville or St. Johns permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such permit.

6. **OPERATION, MAINTENANCE AND REPAIR BY ST. JOHNS.**

A. Upon conveyance and acceptance of the East Section of Race Track Road to the respective parties, and transfer of all state and federal permits, and the submittal of as-built surveys, St. Johns shall operate, maintain and repair the East Section of Race Track Road within right-of-way, including but not limited to, pavement, sidewalk, curb and gutters, drainage systems, traffic signals, loops, signal equipment, signs, striping, pavement markings, and streetlights, excluding any landscaping that may be installed in, on, or adjacent to the right-

of-way, at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and the transferred permits. Nothing in this Agreement shall obligate Jacksonville to maintain or repair the East Section of Race Track Road, said obligations remain the sole responsibility of St. Johns, unless the Agreement is terminated as provided for herein. Work performed by St. Johns in accordance with this Agreement and the transferred permits will be done according to St. Johns' standard practices and Jacksonville shall have no authority or right to direct work or cause St. Johns to perform any work.

B. Should St. Johns fail to operate, maintain, and repair the East Section of Race Track Road in accordance with the terms and provisions of this Agreement or the transferred permits, Jacksonville may elect, at its sole cost and expense to perform such operation, maintenance, or repair to protect the public health, safety, or welfare, following notice and time to cure as set forth in Section 9 below.

C. St. Johns agrees to allow Jacksonville access to all portions of the East Section of Race Track Road should the event described in Paragraph 6.B above occur.

7. **ACCESS – LICENSE, EASEMENT OR APPROVAL.**

Following the conveyance and acceptance of the East Section of Race Track Road to the respective parties, Jacksonville and St. Johns agree to grant to each other any and all such licenses, easements or similar documents needed, over those portions of the East Section of Race Track Road owned and within the jurisdiction of each respective party, for the limited purpose of operating, maintaining and repairing the East Section of Race Track Road.

8. **WARRANTIES.**

After conveyance and acceptance of the East Section of Race Track Road to the respective parties Jacksonville shall transfer all transferrable warranties and guarantees of work, concerning construction of the East Section of Race Track Road to St. Johns. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable local, state, and federal laws and any applicable agreements entered into between EDGI or Jacksonville, or both, and their contractors.

9. **DEFAULT AND REMEDIES.**

A. *Event of Default.*

A breach by either Party of any term, covenant, condition, obligation, or agreement under this Agreement shall be an Event of Default.

B. *Notice, Cure.*

No Event of Default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of thirty (30) days after such notice;

provided, however, if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursuing such cure.

C. Remedies.

Should either party assert an Event of Default and such Event of Default remains uncured for more than thirty (30) days, or the time agreed upon by the Parties, the Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to such Event of Default.

If the parties are unable to resolve the controversy or claim each party shall have the right to pursue all available remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

10. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY.

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as waiving or increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended for time to time.

11. FURTHER ASSURANCES.

Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

12. NOTIFICATIONS.

All notices, communications and determinations required or permitted including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

City of Jacksonville: City Engineer
 Department of Public Works
 City of Jacksonville
 214 N. Hogan Street
 Jacksonville, Florida 32202

With a copy to: Office of General Counsel
Attn: Corporation Secretary
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

St. Johns County: County Engineer
Department of Public Works
St. Johns County
2750 Industry Center Road
St. Augustine, FL 32084

With a copy to: Kealey West, Esq.
Office of County Attorney
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

13. AUTHORITY.

Jacksonville and St. Johns represent and warrant to one another that each has full right and authority to execute and perform its obligations under the Agreement.

14. GOVERNING LAW.

This Agreement, and the rights and obligations of the Jacksonville and St. Johns hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County or St. Johns County, Florida.

15. JOINT PREPARATION AND INTERPRETATION.

Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one Party than the other.

16. VOLUNTARY EXECUTION OF AGREEMENT.

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

17. ENTIRE AGREEMENT.

This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

18. SEVERABILITY.

If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

19. AMENDMENT.

This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

20. CAPTIONS.

The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, extend, limit or aid in the interpretation or meaning of this Agreement.

21. COMPUTATION OF TIME.

In computing any period of time prescribed in the Agreement, the day of the act, event or Event of Default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

22. THIRD PARTY BENEFICIARIES.

This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. SUFFICIENCY OF CONSIDERATION.

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

24. **WAIVER.**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

25. **ELECTRONIC SIGNATURES; COUNTERPART EXECUTION.**

This Agreement may be executed by electronic signatures and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement which consists of ___ pages.

St. Johns County, Florida, a political
subdivision of the State of Florida



Casey Andrews
Interim County Administrator

Approved as to form and legal sufficiency:

City of Jacksonville, a consolidated political
subdivision and municipal corporation of the
State of Florida

By: _____
Name: _____
Its: _____

Form Approved:

Assistant General Counsel

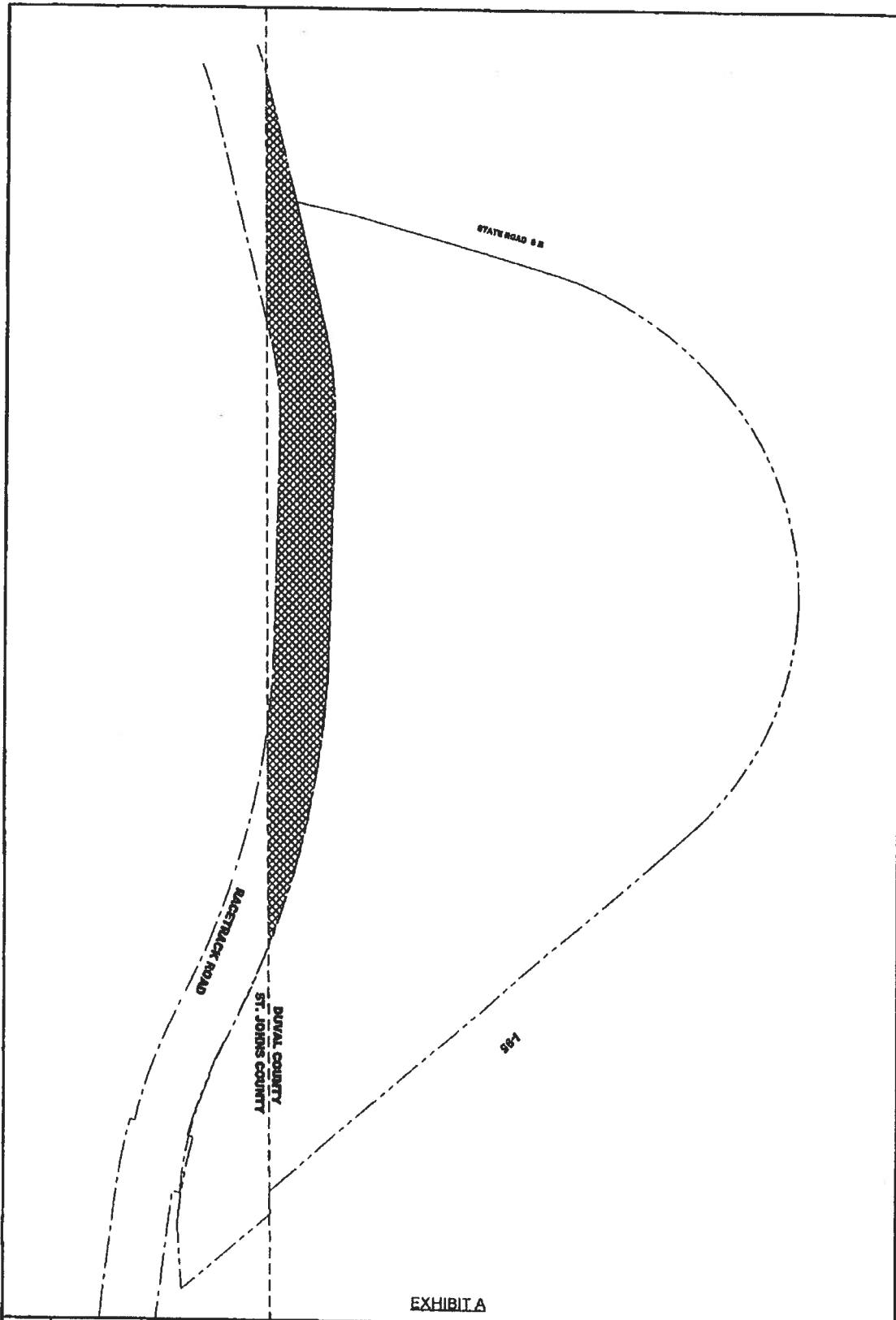


EXHIBIT A

	BARTRAM COMMONS	 <small>Engineering • Planning • Architecture</small>	SHEET NO. 001 DATE: 08/11/10 PROJECT: BARTRAM COMMONS DRAWN BY: JMM CHECKED BY: JMM	PREPARED UNDER THE DIRECTION OF
	<small>1</small>		<small>1</small>	<small>1</small>