

RESOLUTION NO. 2020- 402

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-OF-WAY BETWEEN ST. JOHNS COUNTY, FLORIDA (COUNTY) AND THE BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT (DISTRICT); AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY; AND INSTRUCTING THE CLERK OF THE CIRCUIT COURT TO FILE THE INTERLOCAL AGREEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY.**

**WHEREAS**, the District is an independent special district and local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, and is authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), Florida Statutes; and

**WHEREAS**, the District has installed and constructed certain improvements, including landscaping, lighting, irrigation, trees, grass, and other plantings (collectively, "landscaping"), within certain portions of county-owned rights-of-way commonly referred to as Racetrack Road and Bartram Springs Parkway; and

**WHEREAS**, the County and the District desire to establish and set forth in an Interlocal Agreement, attached hereto as **Exhibit A**, their respective maintenance responsibilities regarding the landscaping within the rights-of-way and the adjacent retention ponds; and

**WHEREAS**, the County and the District find the Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning maintenance of the rights-of-way; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

**WHEREAS**, Section 163.01, Florida Statutes, 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**, the Interlocal Agreement shall serve as the "agreement between the District and a governmental entity" required by Section 190.012(1)(g), Florida Statutes.

**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 by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the terms, provisions, and conditions of the Interlocal Agreement between St. Johns County, Florida and the Bartram Springs Community Development District, 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. The Clerk of Courts of St. Johns County is instructed to file the Interlocal Agreement in the public records of St. Johns County.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 20 day of October, 2020.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty,  
Clerk of Circuit Court & Comptroller

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 10/21/20



**INTERLOCAL AGREEMENT FOR LANDSCAPE  
MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-OF-WAY**

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement"), dated this 14<sup>th</sup> day of September, 2020, is entered into by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and BARTRAM SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes* ("District" and, together with the County, the "Parties").

**WITNESSETH:**

**WHEREAS**, the District is an independent special district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes* ("Act"), and is limited to the performance of those specialized functions authorized by the Act; and

**WHEREAS**, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy, and collect non-ad valorem special assessments on land within the boundaries of the District; and

**WHEREAS**, the District installed and constructed certain improvements consisting of, but not limited to, landscaping, lighting, irrigation, trees, grass, and other plantings (collectively, "Landscaping"), within certain portions of the County-owned rights-of-way commonly referred to as Racetrack Road and Bartram Springs Parkway, specifically (1) the entirety of the median of Racetrack Road immediately to the west of the intersection with Bartram Springs Parkway, (2) the entirety of the median of Racetrack Road immediately to the east of the intersection with Bartram Springs Parkway, (3) the northern half of the right-of-way of Racetrack Road extending approximately 1,330 feet to the east from the intersection with Bartram Springs Parkway, and (4) the median and both sides of the right-of-way of Bartram Springs Parkway from the intersection with Racetrack Road north to the St. Johns/Duval County line, as said portions of the rights-of-way are more particularly depicted in Exhibit "A," attached hereto, incorporated by reference, and made a part hereof (collectively, "Rights-of-Way"); and

**WHEREAS**, the District wishes to enhance the aesthetic appearance of the Rights-of-Way by providing for maintenance of the Landscaping of the Rights-of-Way to a level and frequency beyond that currently provided by the County's maintenance schedule and funding; and

**WHEREAS**, in order to provide for the enhanced maintenance of the Landscaping of the Rights-of-Way, the District wishes to assume all responsibility and cost of maintaining the Landscaping Rights-of-Way

**WHEREAS**, the County has no objection to the District assuming responsibility and the cost of maintaining the Landscaping within the Rights-of-Way for the benefit of the public including, but not limited to, additional mowing and edging during high growth periods, tree care, and any other maintenance activities; and

**WHEREAS**, the County and the District desire to establish and set forth in this Interlocal Agreement the maintenance responsibilities of the Parties with respect to Landscaping within the Rights-of-Way; and

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, "Cooperation 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**, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning maintenance of the Rights-of-Way; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

**WHEREAS**, this Interlocal Agreement shall serve as the "agreement between the District and a governmental entity" required by Section 190.012(1)(g) of the Act.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

### **SECTION 1. RECITALS**

The foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

### **SECTION 2. LANDSCAPE MAINTENANCE RESPONSIBILITIES**

The District shall maintain, or cause to be maintained, the Landscaping within the Rights-of-Way at its sole cost and expense and subject to the terms of this Interlocal Agreement. At all times, the District shall perform such maintenance with reasonable care and in a good and workmanlike manner that complies with County and State of Florida ordinances, rules, and laws and to a standard that meets or exceeds the standards maintained by the County, including, but not limited to keeping, trimming, and maintaining such Landscaping so as not to interfere with the use of the facility by the public or to cause or constitute a safety hazard.

### **SECTION 3. RIGHT-OF-WAY UTILIZATION PERMIT**

The County has permitted the District to install, construct, and maintain Landscaping within the Rights-of-Way that are the subject of the terms of this Interlocal Agreement prior to the

date first set forth herein above. However, in order to install or construct any additional Landscaping within the Rights-of-Way subsequent to the date of this Interlocal Agreement, the District shall be required to obtain from the County a right-of-way utilization permit, if applicable, or other written authorization prior to the District actually installing or constructing such additional Landscaping. Any such permitted or authorized additional Landscaping shall, upon installation and construction, automatically be deemed to be subject to the terms of this Interlocal Agreement.

#### **SECTION 4. REMOVAL AND RELOCATION OF LANDSCAPING**

Landscaping within the Rights-of-Way has been, installed, constructed, and maintained in such a manner as will not interfere with the use of the facility by the public or create a safety hazard on such facility. If, as solely determined by the County in its reasonable discretion, any component of Landscaping within the Rights-of-Way interferes with the use of the roadway by the public or creates a safety hazard, then the District, at its sole expense, shall be responsible for correcting the interference or safety hazard, which action may include, but not be limited to, removing or relocating such Landscaping in such a manner so as to eliminate the interference or safety hazard, to the reasonable satisfaction of the County. If, at any time, as solely determined by the County in its reasonable discretion, any component of Landscaping requires immediate maintenance for the benefit of the public health, safety, or welfare, the County may perform such maintenance as it deems appropriate under the circumstances, including, but not limited to, removing or relocating such Landscaping. The County shall be reimbursed by the District for the costs and expenses of any such immediate maintenance.

#### **SECTION 5. NO ADDITIONAL OBLIGATION OF DISTRICT CREATED; PERMISSIVE USE ONLY**

The Parties agree that nothing in this Interlocal Agreement shall be interpreted to impose any additional obligation for the District to maintain any roadway or associated improvements constructed within the Rights-of-Way including, but not limited to, the road sub-grade, base layer, asphalt, striping, signage, gutters and curbing, fencing and retaining walls adjacent to wetland areas, and sidewalks, as well as maintaining proper drainage within the Rights-of-Way and all other aspects of the Rights-of-Way, except for Landscaping; provided however, hardscaping and signage previously installed within the Rights-of-Way by the District shall remain the operation, maintenance, and replacement responsibility of the District.

The Parties further expressly understand and agree that this Interlocal Agreement is for permissive use only and that nothing in the execution, operation, effect, or performance of this Interlocal Agreement, nor the maintenance of the Rights-of-Way by the District or any other work performed by the District upon County property pursuant to this Interlocal Agreement, shall in anyway operate to create, transfer, convey, or vest any right, title, interest, or estate to the District in the Rights-of-Way or other County property.

#### **SECTION 6. FILING**

After approval of this Interlocal Agreement by the respective governing bodies of the County and the District, and its execution by duly qualified and authorized officers of each of the

Parties hereto, in accordance with the requirements of Section 163.01(11), Florida Statutes, the County shall cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, and the District shall cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Duval County, Florida.

#### **SECTION 7. TERM**

The provisions, restrictions, and covenants of this Interlocal Agreement shall touch and concern the land and shall be a covenant running with and binding the fee interest underlying the Rights-of-Way, whether in existence on the date hereof or constructed in the future, for a period of thirty (30) years from the date this Interlocal Agreement is made effective. No agreement to extend the term of this Interlocal Agreement shall be effective unless in a written instrument executed and acknowledged by duly authorized representatives of both the County and the District and recorded in the Public Records of St. Johns County, Florida and Duval County, Florida. Notwithstanding any of the above provisions, the County and the District shall each have the right to terminate this Interlocal Agreement, with or without cause, upon ninety (90) days written notice to the other party.

#### **SECTION 8. SOVEREIGN IMMUNITY**

Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

#### **SECTION 9. INDEMNIFICATION**

To the extent permitted by Florida law, the District agrees to protect, defend, indemnify, and hold the County, its tenants, officials, officers, employees, and agents free and harmless from and against any and all third party (including employees of the District and its contractors and subcontractors) claims, liability, losses, and/or causes of action, which may arise from any negligent act or omission of the District's staff, employees, or agents (including court costs and reasonable attorney's fees) associated with or connected with, the use of the Rights-of-Way by the District and its contractors and subcontractors for the purposes set forth herein, including ingress and egress thereto.

#### **SECTION 10. GOVERNING LAW AND JURISDICTION**

This Interlocal Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Interlocal Agreement shall be venued in the Circuit Court of St. Johns County, Florida. The Parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court in St. Johns County.

#### **SECTION 11. NO PLEDGE OF CREDIT OR PARTNERSHIP**

This Interlocal Agreement shall neither be deemed to pledge the credit of the County or of the District, nor to make the County an agent, co-venturer, partner, or fiduciary of the District, or vice versa.

#### **SECTION 12. NOTICE**

All notice pursuant to this Interlocal Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid, or recognized overnight courier (such as Federal Express) and addressed to the following addresses of record:

To the County: County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

With a Copy to: St. Johns County Attorney's Office  
500 San Sebastian View  
St. Augustine, Florida 32084

To the District: Bartram Springs Community Development District  
14530 Cherry Lake Drive East  
Jacksonville, FL 32258  
Attn.: Jim Oliver, District Manager

#### **SECTION 13. NON-WAIVER**

No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Interlocal Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same or any other objection of performance incumbent upon that party. Failure on the part of any party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Interlocal Agreement, at law or in equity.

#### **SECTION 14. CONSTRUCTION**

(a) This Interlocal Agreement shall not be construed against any party on the basis of it being the drafter of the Interlocal Agreement. The Parties agree that all herein played an equal part in reciprocity in drafting this Interlocal Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than un-capitalized terms.

(c) Captions and section headings in this Interlocal Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation or construction of meaning of this Interlocal Agreement.

#### **SECTION 15. TIME OF THE ESSENCE**

The Parties each agree that time is of the essence of this Interlocal Agreement.

#### **SECTION 16. SEVERABILITY**

If any word, phrase, sentence, part, section, subsection, or other provision of this Interlocal Agreement, or its application to any person, entity, or circumstances is specifically held to be unconstitutional, invalid, or unenforceable for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, section, subsection, or other or the proscribed application thereof, shall be severable, and the remainder of this Interlocal Agreement and the application of the provisions hereof to other persons, entities, or circumstances shall not be affected thereby and, to that end, this Interlocal Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

#### **SECTION 17. ENTIRE AGREEMENT, AMENDMENTS**

This Interlocal Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. The provisions, restrictions, and covenants of this Interlocal Agreement shall not be modified or amended except in written instrument executed and acknowledged by duly authorized representatives of both the County and the District and recorded in the Public Records of St. Johns County, Florida and Duval County, Florida.

#### **SECTION 18. ASSIGNMENT**

This Interlocal Agreement may not be assigned, transferred, or conveyed by the District or the County without prior written consent from the other party, except that the District may allow or require other entities to contribute to the cost of its obligations hereunder.

#### **SECTION 19. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS**

Both the County and the District, in performing under this Interlocal Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments.

#### **SECTION 20. ACCESS TO RECORDS**

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State and Federal provisions. Access to such public records, may not be blocked,

thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**SECTION 21. FORCE MAJUERE**

Neither the County nor the District shall be held in non-compliance with this Interlocal Agreement, nor suffer any enforcement or penalty relating to this Interlocal Agreement, where such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

**SECTION 22. AUTHORITY TO EXECUTE**

Each of the Parties covenants to the other party that it has lawful authority to enter into this Interlocal Agreement and has authorized the execution of this Interlocal Agreement by the party's duly authorized representative.

**SECTION 23. EFFECTIVE DATE**

This Interlocal Agreement shall become effective upon filing a copy executed by both Parties with the Clerk of the Circuit Court of St. Johns County.

**SECTION 24. COUNTERPARTS**

This Interlocal Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

*[Signatures pages to follow.]*

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT FOR  
LANDSCAPE MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-  
OF-WAY**

**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Hunter S. Conrad  
County Administrator

**ATTEST: Brandon J. Patty,**  
Clerk of the Circuit Court & Comptroller

\_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA     )  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by HUNTER S. CONRAD, County Administrator of St. Johns County, Florida, and who has acknowledged that he executed the same on behalf of St. Johns County, Florida and that he was authorized to do so. He is personally known to me.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT FOR  
LANDSCAPE MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-  
OF-WAY**

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

WITNESSES

**BARTRAM SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

*Kevin Colcord*  
Print Name: Kevin Colcord

DocuSigned by:  
By: *Kevin Colcord*  
27E2731A34C19D5  
Kevin Colcord  
Chairman, Board of Supervisors

*Shelby Stephens*  
Print Name: Shelby Stephens

ATTEST:  
DocuSigned by:  
By: *James Oliver*  
01B46E9E74046  
Name: James Oliver  
Secretary/Assistant Secretary

STATE OF FLORIDA     )  
COUNTY OF Duval    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of September, 2020, by Kevin Colcord, the Chairman of the Bartram Springs Community Development District, and who has acknowledged that he executed the same on behalf of Bartram Springs Community Development District and that he was authorized to do so. He is personally known to me or has produced a valid driver's license as identification.

(SEAL)



*Sarah Sweeting*  
Notary Public, State of Florida  
Print Name: Sarah Sweeting  
My Commission Expires: 4-12-23  
My Commission No.: GG 316378



**DISCLAIMER:**  
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

# Bartram Springs

Exhibit A

