

Clay County Agreement/Contract No. 2021/2022-_____

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE
SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Re: Improvements related to Sandridge Road

THIS INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, regarding improvements related to Sandridge Road, ("Agreement"), is made and entered into as of the _____ day of _____, 2022 ("Effective Date"), by and between Clay County, a political subdivision of the State of Florida (the "County"), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida (the "School Board").

RECITALS

WHEREAS, Chapter 163, 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

WHEREAS, the County sold Sales Surtax Revenue Bonds, Series 2020 to finance the costs of the acquisition and construction of certain roadway improvements in the County referred to by the County as the Bonded Transportation Program ("BTP"); and

WHEREAS, the BTP must be completed within five (5) years of the bond closing on March 26, 2020 so time is of the essence in the development of plans and specifications, management, design, and construction of these roadways; and

WHEREAS, the BTP includes the improvement of Sandridge Road from Henley Road to CR 209 (Project No. 4); and

WHEREAS, Sandridge Road will be widened from a two lane rural roadway to a three lane urban section with bike lanes, curb and gutter, and sidewalks along both sides; and

WHEREAS, in order to accommodate stormwater runoff due to the roadway improvements, pond locations have been determined within the Sandridge widening corridor; and

WHEREAS, one of the determined pond locations is an existing pond along Sandridge Road on the northeast side of the property owned by the School Board and home to the Lake Asbury Junior High School (LAJH) (Pond 4A-2); and

WHEREAS, this Pond 4A-2 can be modified to accommodate current School Board stormwater and the additional stormwater runoff from the Sandridge Road improvements; and

WHEREAS, with the modification of Pond 4A-2, the School Board would like to eliminate a separate existing pond on the School Board's LAJH property, which pond runs parallel to the

eastern boundary of its property in order to accommodate additional parking for LAJH (Existing North-South Pond); and

WHEREAS, with the Sandridge Road improvements, the School Board desires to have a right turn lane constructed and accompanying sidewalk retained and enhanced along the front of LAJH and Lake Asbury Elementary (LAE); and

WHEREAS, the Parties wish to set forth terms and conditions for the modification and shared use of Pond 4A-2, elimination of the Existing North-South Pond, creation of increased parking, construction of a right turn lane to service all entrances to both LAJH and LAE which enter the school grounds from Sandridge Road, retention and modification of existing sidewalks.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. Florida Interlocal Cooperation Act. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:

a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. Purpose. This Agreement addresses the respective responsibilities of the Parties related to the modification and shared use of Pond 4A-2 between the County and the School Board, the elimination of the Existing North-South Pond by the County to accommodate additional parking needs of the School Board for LAJH, and the conveyance of property by the

School Board to provide for the construction of a right turn lane and the retention and enhancement of an existing sidewalk by the County. Pond 4A-2, the Existing North-South Pond, the additional parking area, the right turn lane, and the existing sidewalk are identified on the drawing attached hereto as Attachment A.

3. County's Responsibilities.

a. The County shall provide all labor, services and materials required to:

- i. enlarge Pond 4A-2 from its current size of 0.42 acres to a size of approximately 1.38 acres but not to exceed 1.50 acres, in order to increase the pond volume capacity from 3,227 CY to approximately 12,294 CY but not to exceed 15,000 CY. The excavated dirt from Pond 4A-2 will be used by the County to back fill the Existing North-South Pond and any additional dirt from such excavation may be used by the County as fill on the Sandridge Road improvements.
- ii. fill in the Existing North-South Pond in order to accommodate an expanded parking area for the School Board at LAJH. The grade of the parking area will be flush with the adjacent driveway and upon completion the parking area will be seeded.
- iii. construct a right turn lane along the School Board's property for entry in to LAJH and LAE and retain the existing sidewalk, constructing any necessary enhancements to accommodate the right turn lane.

b. The County will be responsible for the design and engineering related to Pond 4A-2, the fill of the Existing North-South Pond, the additional parking area, the right turn lane and the sidewalk. State requirements for education facilities will be adhered to with the design and construction of these improvements. Any proposed modification to the design, engineering, or construction of these improvements by the Operations Division of the School Board is subject to approval by the County, which approval shall not be unreasonably withheld.

c. The County shall maintain management and decision-making over the design and construction related to Pond 4A-2, the fill of the Existing North-South Pond, the additional parking area, the right turn lane and the sidewalk, subject to review and input by the Operations Division of the School Board.

d. The County will be responsible for the maintenance of Pond 4A-2, with the exception that the School Board will maintain the drainage conveyance system coming to Pond 4A-2 from the School Board's property.

4. School Board's Responsibilities.

a. The School Board shall provide the County at no cost temporary construction easements to accommodate the County's enlargement of Pond 4A-2, fill of the Existing North-South Pond, expansion of LAJH parking area, construction of the right turn lane, retention of the sidewalk and any needed enhancements, and harmonization of the LAJH and LAE driveways.

b. The School Board shall retain ownership of Pond 4A-2 and shall provide the County at no cost a perpetual easement for use and maintenance of Pond 4A-2.

c. In order for the School Board to meet its responsibilities in a. and b. above the County shall provide the School Board suggested formats for the temporary construction easements and the permanent (perpetual) easement which narrowly meet the needs of the County in accessing their drainage pond construction project and subsequent maintenance of Pond 4A-2.

d. The School Board shall maintain the drainage conveyance system coming to Pond 4A-2 from the School Board property and shall be solely responsible for any costs, fees, or expenses associated with such maintenance.

e. The School Board shall provide the County by warranty deed and at no cost all additional right of way required for the construction of the right turn lane and the retention of the sidewalk along the School Board property for LAJH and LAE which is approximately 0.757 acres (32,966 SF). The County shall provide the School Board a survey and legal description of the specific land dimensions needed by the County to meet the needs of the construction project described in this subsection and for the legal description to be included in the warranty deed to meet the land transfer obligations set forth herein.

5. Term and Termination.

a. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of four (4) years from the Effective Date, unless otherwise terminated as provided herein. This Agreement may be extended or modified only by written agreement of the Parties.

b. Both Parties recognize that termination of this Agreement prior to final completion of the project is economically damaging to both parties. Accordingly, if either party wishes to terminate this Agreement, the parties shall, within thirty (30) days of notice of such desire to terminate, participate in good faith mediation to resolve whatever disputes have led or contributed to the intended termination, in an effort to put aside differences and work together to reach a mutually agreeable plan for final completion of the project. Neither Party shall be responsible for any costs or fees due to termination of the Agreement. Mediation expenses shall be split equally between the Parties.

6. Dispute Resolution. The Parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

7. Liability and Indemnification.

a. Each party agrees that it shall be solely responsible for the negligence, willful misconduct, or wrongful acts of its directors, officers, employees, representatives, agents, and volunteers. Notwithstanding anything stated to the contrary in the Agreement, nothing contained herein is intended to serve as a waiver of either parties' sovereign immunity protections nor does it extend the parties' liability beyond the limits established in Section 768.28, Florida Statutes.

b. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, staff, or employee of the County or the School Board in his or her individual capacity, and no member, officer, agent, staff, or employee of the County or the School Board shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

c. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

8. Public Records and Audit.

a. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County, upon written reasonable notice, shall have the right to audit and inspect any records of the School Board relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

9. Independent Contractor. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be

construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

10. Notice. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To School Board:

The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043
Attention: Superintendent of Schools
Copy to: Attorney for the School Board

To County:

Clay County
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043
Attention: County Manager
Copy to: County Attorney

Notice may also be delivered to such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made and effective seventy-two (72) hours after posting.

11. No Assignment. Neither Party shall assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party without the prior written consent of the other Party, which consent may not be unreasonably withheld. Any such assignment attempted by either Party without such prior written consent shall be null and void.

12. No Third-Party Beneficiaries. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

13. Amendment. The Agreement may only be modified or amended upon mutual written agreement of the County and the School Board. No oral agreements or representation shall be valid or binding upon either party.

14. Further Assurances. Each party agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

16. Taxation of Costs and Expenses. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of those costs, and expenses the taxation of which is provided for by statute, including costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either Party's liability beyond the limits established in Section 768.28, Florida Statutes.

17. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

18. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

19. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

20. Counterparts. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

21. Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the School Board with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

22. Authority. The parties to this Agreement agree that electronic signatures may be utilized by either or both parties and that the digital signatures of the party or parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**Clay County, a political subdivision of the
State of Florida**

By: _____
Wayne Bolla
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

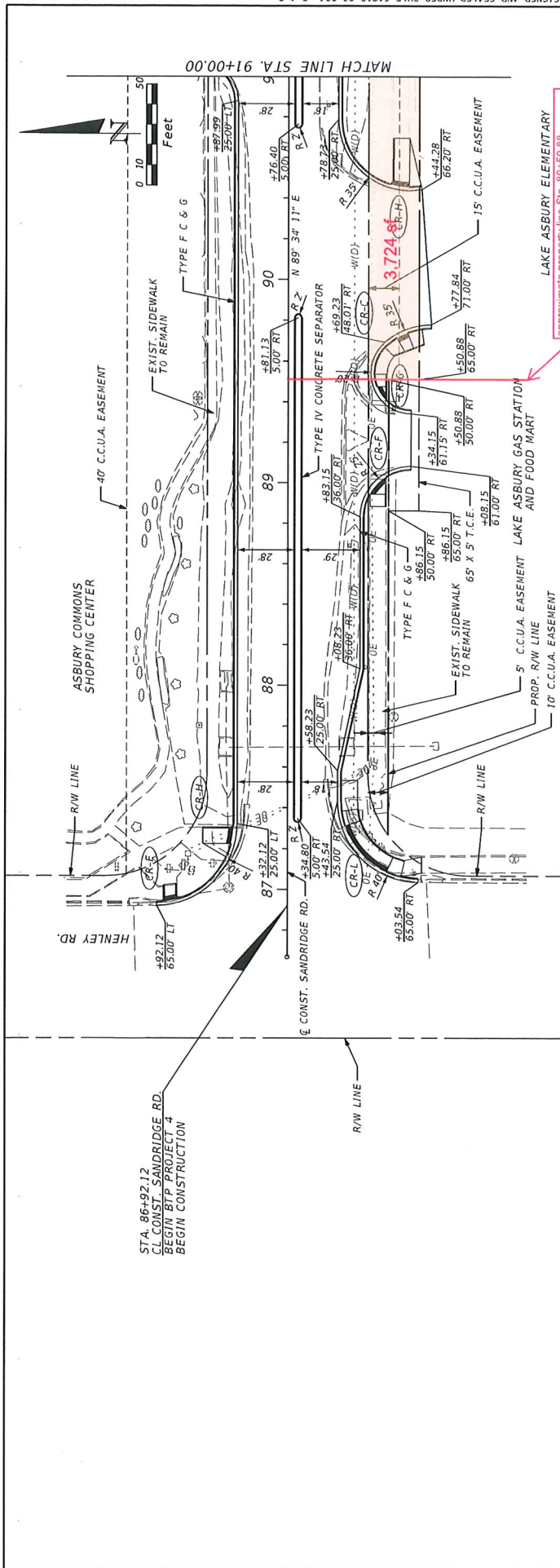
The School Board of Clay County, Florida

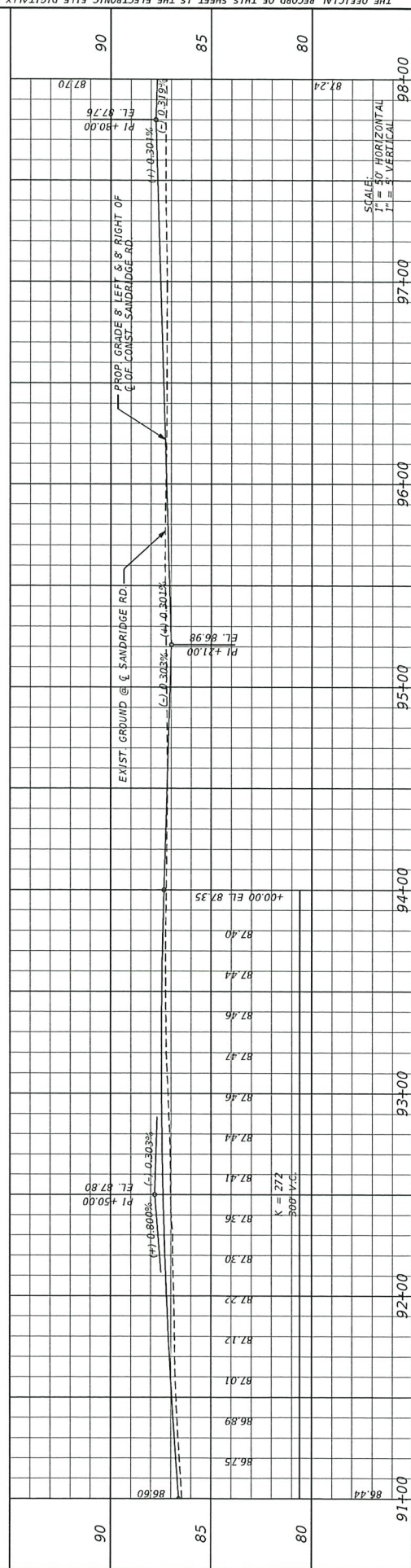
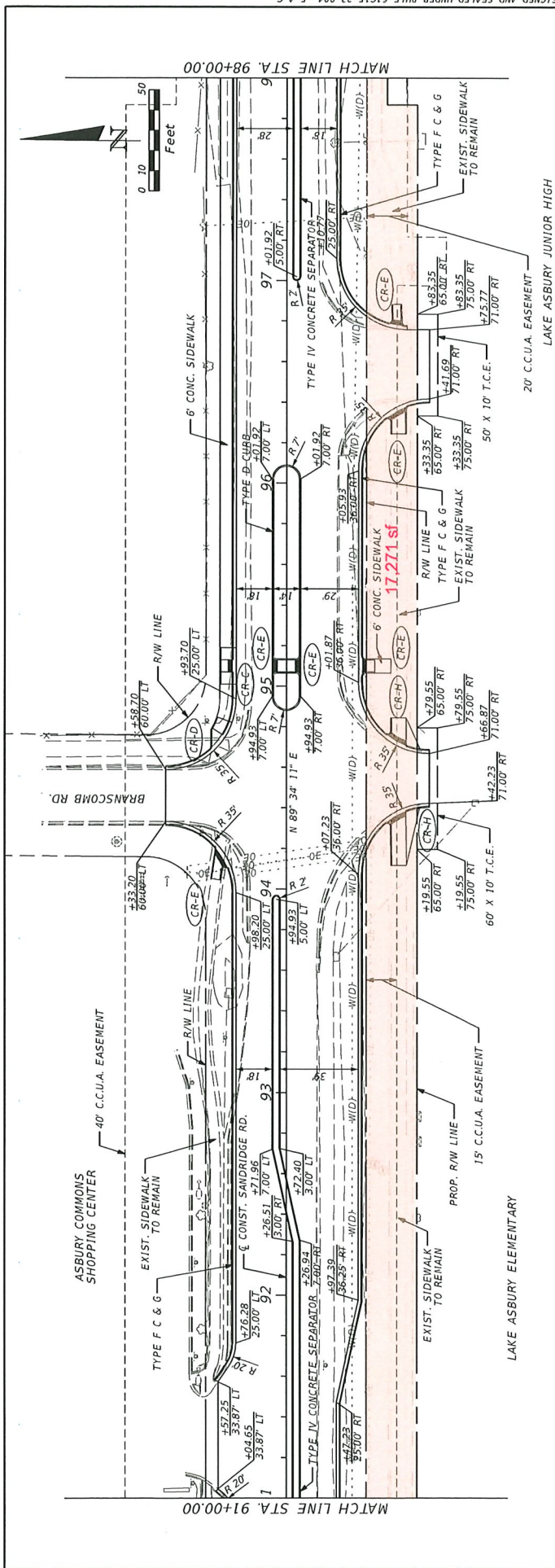
By: _____
Mary Bolla
Chairperson


ATTEST:

David Broskie
Superintendent of Schools

Attachment A



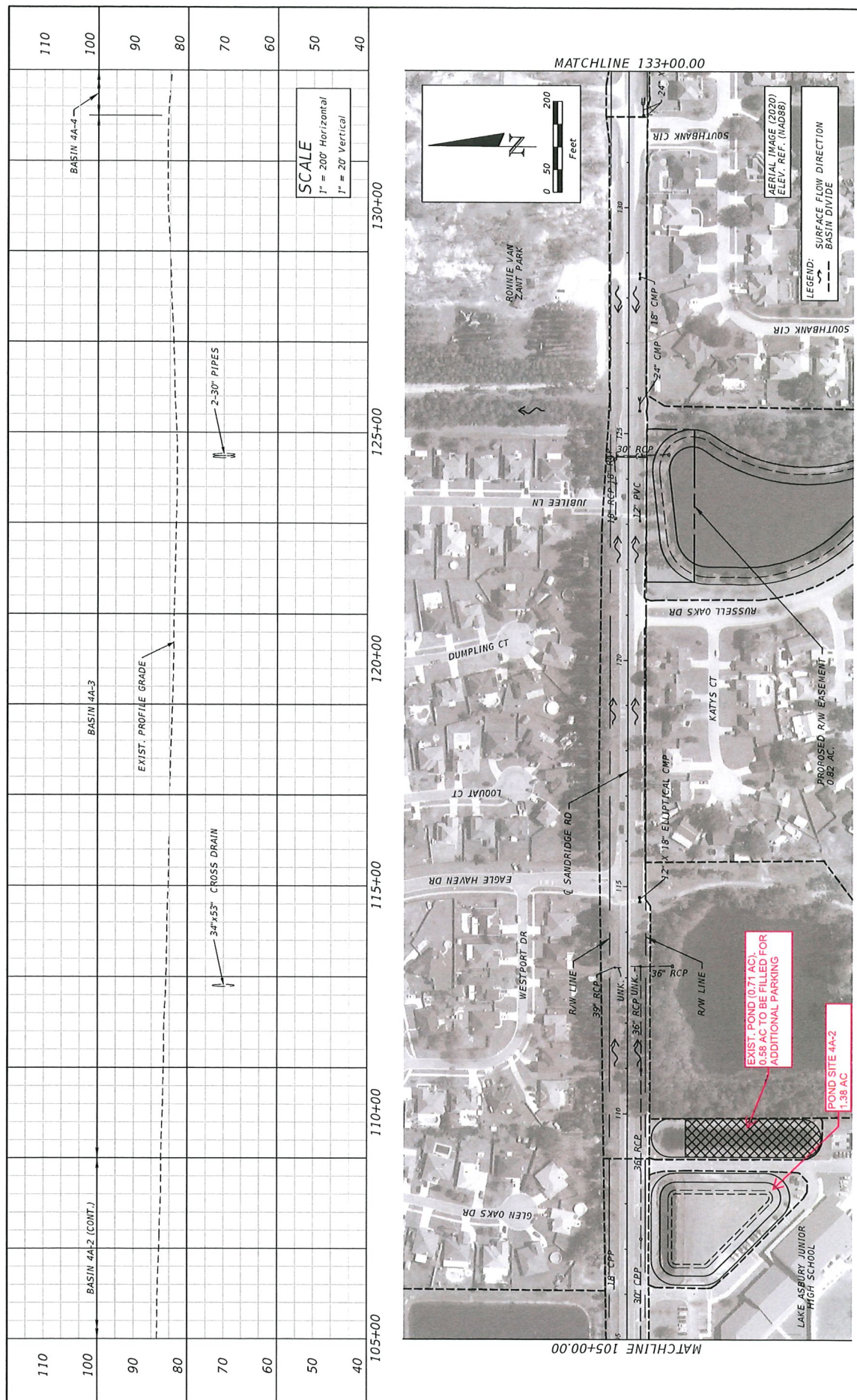


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