

RESOLUTION NO. 2015- 142

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT AND ST. JOHNS COUNTY AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

**WHEREAS**, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (“Cooperation Act”); and

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

**WHEREAS**, the District was created pursuant to Chapter 190, Florida Statutes (“Act”), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

**WHEREAS**, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the County; and

**WHEREAS**, pursuant to its authority under the Act, the District installed and maintains certain decorative poles, street signs and stop signs, which are described in more detail on **Exhibit A** (the “Improvements”) on County-owned right-of-way within the District’s boundary (the “County Property”); and

**WHEREAS**, the District desires to continue to maintain the Improvements and, when necessary, install new poles, street signs and stop signs on County Property (the “District’s Sign Maintenance”); and

**WHEREAS**, the County is agreeable to the District’s Sign Maintenance subject to the terms and conditions set forth herein; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the Interlocal Agreement; and

**WHEREAS**, the County has determined that the terms of the Interlocal Agreement will serve the interests of the County.

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 County Administrator, or designee, is hereby authorized to execute the Interlocal Agreement with the Heritage Landing Community Development District.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19<sup>th</sup> day of May, 2015.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterman  
Deputy Clerk

By:

Priscilla L Bennett  
Priscilla L Bennett, Chair

RENDITION DATE 5/21/15



## **EXHIBIT A**

Heritage Landing Community Development District has 173 six-inch-by-six-inch aluminum posts, approximately ten feet in length, installed throughout the community. These posts support traffic signs and street-name signs. 51 of the posts have two street-name signs attached to them. 122 of the posts have traffic signs mounted on decorative PVC board, which includes STOP signs, speed limit signs and other traffic signs.

**INTERLOCAL AGREEMENT BETWEEN HERITAGE LANDING COMMUNITY  
DEVELOPMENT DISTRICT AND ST. JOHNS COUNTY**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida (“County”), and HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government (“District”) and together with the County, the (“Parties”).

**WITNESSETH:**

**WHEREAS**, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (“Cooperation Act”); and

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

**WHEREAS**, the District was created pursuant to Chapter 190, Florida Statutes (“Act”), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

**WHEREAS**, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the County; and

**WHEREAS**, pursuant to its authority under the Act, the District installed and maintains certain decorative poles, street signs and stop signs, which are described in more detail on **Exhibit A** (the “Improvements”) on County-owned right-of-way within the District’s boundary (the “County Property”); and

**WHEREAS**, the District desires to continue to maintain the Improvements and, when necessary, install new poles, street signs and stop signs on County Property (the “District’s Sign Maintenance”); and

**WHEREAS**, the County is agreeable to the District’s Sign Maintenance subject to the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration as provided for herein, the Parties hereto now desire to enter into this Agreement and submit to the following terms:

**Section 1.** Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement, and said recitals are adopted as findings of fact.

**Section 2.** District's Sign Maintenance. The following defines the Parties' respective responsibilities as they relate to the District's Sign Maintenance:

- a. The District shall be responsible for the on-going maintenance of the Improvements. The Improvements shall be maintained in accordance with County standards, as set forth in **Exhibit B** hereto, including County response times for replacement. Should the County determine that the Improvements are not being maintained to its standards, the County shall provide the District with written notice specifying the nature of such noncompliance. The District shall have 30 days from its receipt of such notice to correct the item of noncompliance. Should the District fail to timely correct the item of noncompliance, the County shall have the right to remove the specific Improvement resulting in the item of noncompliance and replace it with the County's standard pole and sign. The District shall not be responsible for the maintenance of any County installed sign or pole.
- b. Subsequent to the execution of this Agreement, the District at its own expense, intends on painting the Improvements. The County consents to and approves the painting of the Improvements.
- c. Should the District decide to replace any of the Improvements, the District shall provide the County written notice of such intent to replace, which notice shall include a description of the poles and signs to be used for such replacement. The County shall have 14 days from its receipt of such notice to provide written approval of the installation, and such approval shall not be unreasonably withheld. The County's failure to timely respond to the notice contemplated by this paragraph 2(c) shall be deemed an approval.

**Section 3.** Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

**Section 4.** Amendments to Agreement. The District and St. Johns County, acknowledge that this Agreement constitutes the complete agreement and understanding of both Parties. Both Parties acknowledge that any amendments to the Agreement shall be in writing, and approved by the appropriate legislative body of each entity.

**Section 5.** Access to Records. 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 (Florida Statutes, Chapter 119), and other applicable State or Federal law. 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 6.** Limitation on Governmental Liability. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of the County or of the District beyond any statutory limited waiver of immunity or limits of liability contained in Florida Statute Section 768.28, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County or the District in its, his or their individual capacity, and neither the members of the governing body of the County or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County or the District of this Agreement or any related act.

**Section 7.** Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**Section 8.** Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**Section 9.** Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the County:                      St. Johns County Engineering Division  
2740 Industry Center Road  
St. Augustine, Florida 32084  
Attn: Andrew J. Ames, P.E.

With a Copy to:                      St. Johns County Office of County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084  
Attn: Patrick McCormack, Esq., County Attorney

If to the District:                      Heritage Landing Community Development District  
2806 North 5<sup>th</sup> Street, Unit 403  
St. Augustine, Florida 32084  
Attn: District Manager

With a Copy to:                      Hopping, Green & Sams, P.A.  
119 S. Monroe Street, Suite 300

Tallahassee, Florida 32301  
Attn: Wesley S. Haber, Esq.

**Section 10. Filing.** After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

**Section 11. Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

**Section 12. Entire Agreement.** This instrument, and all the attached exhibits, constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement, unless and except to the extent provided herein, including the First Interlocal.

IN WITNESS WHEREOF, the County and the District have each caused this Agreement to be executed and delivered as of the date indicated above.

ATTEST: Cheryl Strickland, Clerk

Board of County Commissioners,  
St. Johns County, Florida

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

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me, and who as the \_\_\_\_\_ of St. Johns County, is authorized to act on its behalf.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

ATTEST:

The Heritage Landing Community  
Development District

\_\_\_\_\_  
Secretary, Board of Supervisors

By: \_\_\_\_\_  
Brett Sovine  
Authorized Board Member

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Brett Sovine, who is personally known to me, and who as the Authorized Board Member of the Heritage Landing Community Development District, is authorized to act on its behalf.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_



## **EXHIBIT A**

Heritage Landing Community Development District has 173 six-inch-by-six-inch aluminum posts, approximately ten feet in length, installed throughout the community. These posts support traffic signs and street-name signs. 51 of the posts have two street-name signs attached to them. 122 of the posts have traffic signs mounted on decorative PVC board, which includes STOP signs, speed limit signs and other traffic signs.

## **EXHIBIT B**

1. STOP and SPEED LIMIT signs – Should an assembly with a STOP or SPEED LIMIT be knocked down and prior to the re-installation of a new assembly by the CDD, the CDD shall install a temporary STOP or SPEED LIMIT sign as soon as notified for temporary traffic control. The County Reserves the right to install a Temporary STOP or SPEED LIMIT Sign assembly should the County be called to perform an emergency response for a STOP or SPEED LIMIT sign down within the CDD. Any material removed from the site by the County will be held for CDD maintenance personnel at our sign shop at 2740 Industry Center Road, St. Augustine Florida 32084.
2. Street Name Signs - Should an assembly with a Street Name Sign be knocked down the CDD will diligently work to re-install the Street Name Sign Assembly within 7 days from the time of notification. Any material removed from the site by the County will be held for CDD maintenance personnel at our sign shop at 2740 Industry Center Road, St. Augustine Florida 32084.