

RESOLUTION NO. 2021-295

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS BETWEEN ST. JOHNS COUNTY, THE ST. JOHNS COUNTY SHERIFF'S OFFICE, AND THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.**

**WHEREAS**, St. Johns County, Florida, a political subdivision of the State of Florida, the St. Johns County Sheriff's Office, and the Stillwater Community Development District desire to enter into the Agreement for Traffic Control on District Roads (hereinafter, "Agreement") in substantially the same form as attached to this Resolution; and

**WHEREAS**, the purpose of the Agreement is for traffic control jurisdiction for the Sheriff's Office to conduct traffic enforcement on private roads not owned and maintained by the County; and

**WHEREAS**, the parties desire to enter into the Agreement to serve such purpose; and

**WHEREAS**, nothing in this agreement will be constructed as imposing any obligation or duty upon the County to provide maintenance, drainage, repair, construction, or reconstruction of any improvement on the district roads; and

**WHEREAS**, entering into the Agreement will serve a public purpose.

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

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

**Section 2.** The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached Agreement for Traffic Control on District Roads between St. Johns County, Florida, the St. Johns County Sheriff's Office, and the Stillwater Community Development District, and authorizes the County Administrator to execute the agreement on behalf of St. Johns County in substantially the same form and format as attached.

**Section 3.** If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of July, 2021.

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

By: *Jeremiah R. Blocker*  
Jeremiah R. Blocker, Chair

**RENDITION DATE** 7/21/21

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

By: *Pam Halterman*  
Deputy Clerk



## **AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS**

This Agreement for Traffic Control on District Roads located in the Stillwater Community Development District ("District") is entered into by and between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, the St. Johns County Sheriff's Office ("Sheriff"), and the District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida.

### **WITNESSETH:**

**WHEREAS**, subsequent to their construction and platting, the District will accept ownership in fee simple title to all the public roadways lying within District (hereinafter "District Roads") more specifically described in Exhibit "A" which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to state statute, County does not have traffic control jurisdiction over District Roads such as those to be owned by the District; and

**WHEREAS**, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any District Roads if the County and the Special District owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

**WHEREAS**, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over the District roads the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the District has requested that the County exercise traffic control jurisdiction upon certain District Roads identified herein; and

**WHEREAS**, the County and Sheriff are willing to exercise traffic control jurisdiction upon the District Roads; and

**WHEREAS**, Florida Statute Section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

**WHEREAS**, the Sheriff has waived this provision in writing.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, County and the District hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.
2. **Jurisdiction.** County agrees to exercise jurisdiction over traffic control upon the District Roads pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the signage plan attached as Exhibit "A."
3. **Signage.** The District shall establish the speed limit for the District Roads and shall be responsible for posting the speed limit as appropriate, and approved signage along said roads (See Exhibit "A").
4. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the District Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.
5. **Compensation.** The District shall compensate Sheriff for the services performed under this Agreement that are reasonably determined by the Sheriff to exceed normal traffic enforcement activities, reasonably determined by the Sheriff.
6. **County to Retain Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the District Roads shall be apportioned in the manner set forth in applicable statutes.
7. **Liability Not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.
8. **Indemnification.** To the fullest extent permitted by law, District shall indemnify, defend, and hold the County and Sheriff (including all of their officers, employees and agents) harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the enforcement activities provided through this Agreement, or the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, District shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000), and shall file with the County current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the County and Sheriff as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County. Evidence (e.g., binder) of compliant insurance is attached as Exhibit "B."

Notwithstanding the foregoing or any other provision contained in this Agreement, the District, the County, and the Sheriff agree that nothing contained in this Agreement shall constitute or be construed as a waiver of either the District's, the County's, or the Sheriff's limitation on liability set forth in Section 768.28, Florida Statutes, and other law.

9. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the District Roads. The maintenance, repair, and construction or reconstruction of all roads, drainage and signage within the District Roads shall at all times be solely and exclusively the responsibility of the District.

10. **Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County: St. Johns County Administrator  
500 San Sebastian View St. Augustine, FL 32084

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

As to Sheriff: St. Johns County Sheriff's Office  
4015 Lewis Speedway  
St. Augustine, FL 32084

As to the District: Stillwater Community  
Development District  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

Copy to: Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300

Tallahassee, Florida 32301  
Attn: District Counsel

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_  
Hunter Conrad, County Administrator

DATE: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

ST. JOHNS COUNTY SHERIFF'S OFFICE,  
ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_  
Robert A. Hardwick, Sheriff

DATE: \_\_\_\_\_

STILLWATER COMMUNITY  
DEVELOPMENT DISTRICT

Zenzi Rogers  
Zenzi Rogers  
Chairperson, Board of Supervisors  
Date 6/5/21

WITNESS:

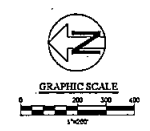
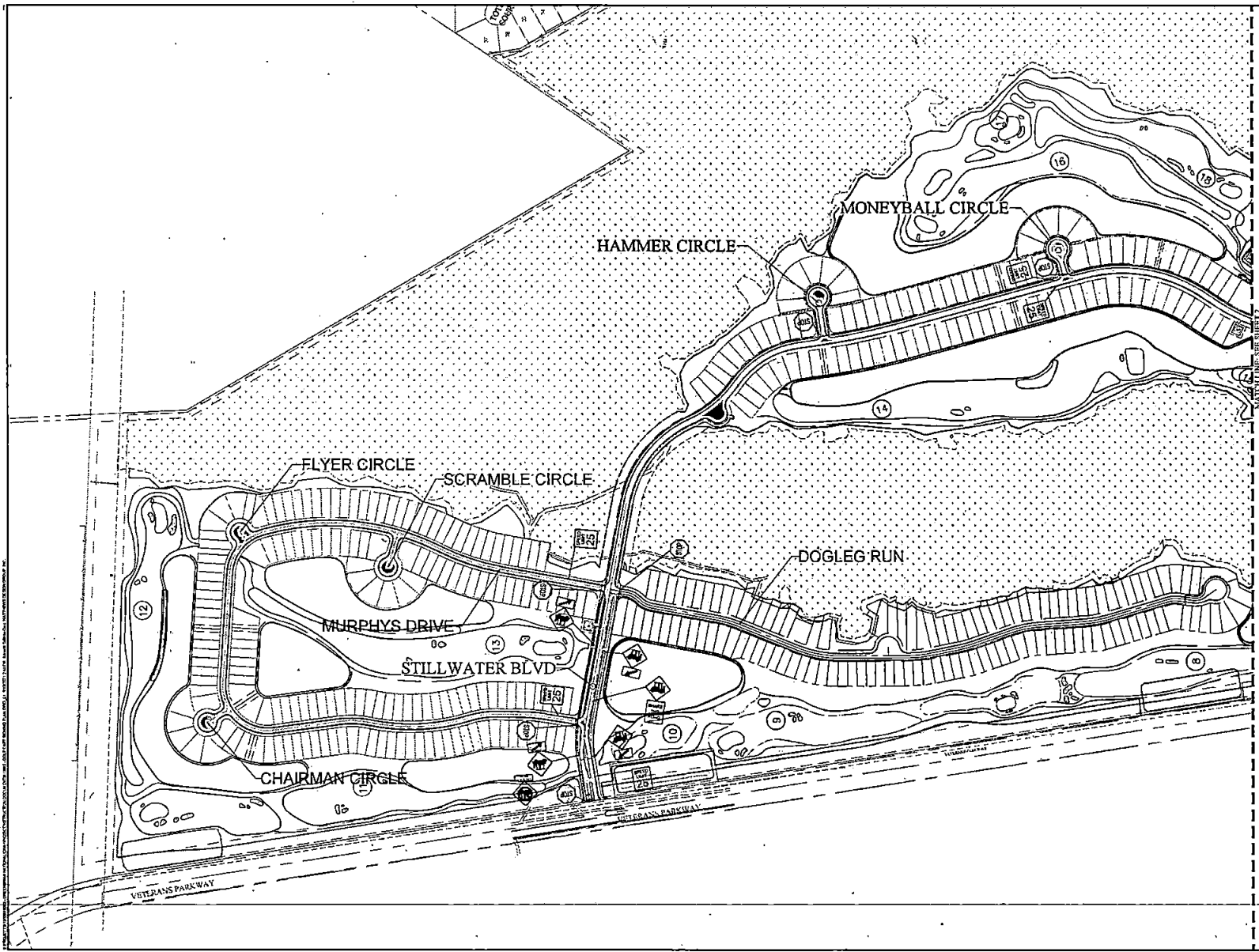
Jimmy Norman  
Jimmy Norman  
(Print Name)

Christine R Braun  
Christine R Braun  
(Print Name)



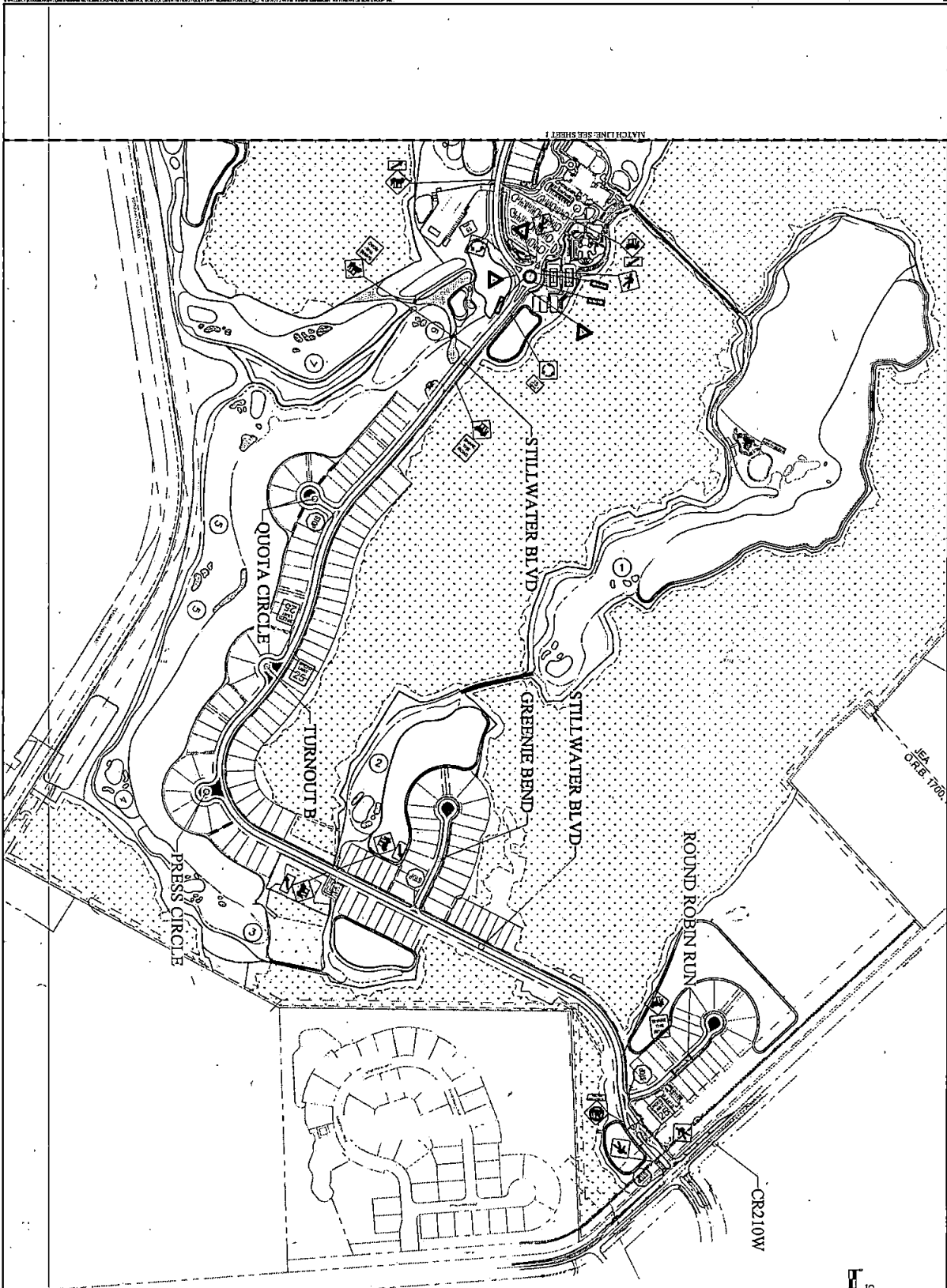
**EXHIBIT "A"**

**DEPICTION OF ROADWAYS AND SIGNAGE PLAN**



<b>OVERALL SIGNING PLAN</b> <b>EXHIBIT A</b> ST. JEROME COUNTY INDIANAPOLIS STILLWATER CDD		<b>MATTHEWS DESIGN GROUP</b> P.O. BOX 2184, 7 WALDO STREET ST. JEROME COUNTY INDIANAPOLIS, IN 46178 PHONE: 317.426.1114 • FAX: 317.426.4347 INFO@MATTHEWSGROUP.COM		REVISIONS NO. DATE DESCRIPTION
DATE	BY	APP. NO.	DATE	
05-11-2021				
PROJECT	NO. 1081	AREA		
DATE	05-11-2021	SCALE	1"=100'	
PROJECT		DATE	11/09/09	

REGISTERED PROFESSIONAL ENGINEER  
STATE OF INDIANA  
LICENSE NO. 11000



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OVERALL SIGNING PLAN  
 EXHIBIT A  
 ST. JOHNS COUNTY  
 PREPARED FOR  
 STILLWATER CDD

**MATTHEWS DESIGN GROUP**  
 P.O. BOX 2126, 7 WALDO STREET  
 ST. AUGUSTINE, FL 32084  
 PHONE: 904.826.1334 • FAX: 904.826.4547  
 INFO@MDCINC.COM

REV#	REF	DATE	REVISIONS
001	NRH		OCCUPATION
002	ARA		
003	102910		
004	10096		

REGISTERED PROFESSIONAL ENGINEER  
 AUSTIN R. ADAMS, P.E.  
 CAUSEYVILLE, FL 32135

**EXHIBIT "B"**

**(ATTACH INSURANCE BINDER)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		<b>CONTACT NAME:</b> Michelle Thomas <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mthomas@egisadvisors.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Florida Insurance Alliance	<b>NAIC #</b> 25054
<b>INSURED</b>		<b>INSURER B:</b>	
Stillwater Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton FL 33431		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** Master Liability 20-21**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	100120776	10/17/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Employee Benefits Per	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			100120776	10/17/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Public Officials Liability & EPLI			100120776	10/17/2020	10/01/2021	Policy Limit	1,000,000
							Aggregate	2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

St. Johns County and the Sheriff are included as an Additional Insured with respect to General Liability only of Stillwater Community Development District relating to traffic control jurisdiction of the District's owned roads as required by written contract. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss.

**CERTIFICATE HOLDER****CANCELLATION**

St. Johns County Sheriff's Office 4015 Lewis Speedway  St. Augustine FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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