

RESOLUTION NO. 2021- 443

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

RECITALS

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

WHEREAS, the purpose of the Agreement is for traffic control jurisdiction for the Sheriff to conduct traffic enforcement on roads owned and maintained by the District, not the County, pursuant to Section 316.006, Florida Statutes; and

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

WHEREAS, nothing in the Agreement will be construed as imposing any obligation or duty upon the County to provide maintenance, drainage, repair, construction, or reconstruction of any improvement on the District's roads; and

WHEREAS, entering into the Agreement is in the best interest of the County for the health, safety and welfare of its citizens and will serve a public purpose.

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 finds of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Agreement for Traffic Control on District Roads between St. Johns County, the St. Johns County Sheriff, and the Sweetwater Community Development District, and authorizes the County Administrator, or designee, to execute the Agreement in substantially the same form and format as attached hereto.

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.


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 19th day of October, 2021.

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

By: 
Jeremiah R. Blocker, Chair

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

By: 
Deputy Clerk

RENDITION DATE OCT 21 2021



AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS

This Agreement for Traffic Control on District Roads located in the Sweetwater Creek Community Development District - Palencia North Subdivision ("Subdivision") 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 Sweetwater Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, ("District"), located in St. Johns County, Florida.

WITNESSETH:

WHEREAS, the District owns fee simple title to all the public roadways lying within Subdivision (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 owned by the District; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over the District Roads if the County and the 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 terms and conditions specified in Exhibit "B."

3. **Traffic Study; 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 "B").

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, the District shall indemnify, defend and hold the County and Sheriff (including 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 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 obligations under this paragraph, the 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 "D" hereto.

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 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:	Sweetwater Creek Community Development District Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Attn: District Manager

Copy to: KE Law Group, PLLC
2800 S. Adams Street, #6386
Tallahassee, Florida 32314
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 S. 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: _____

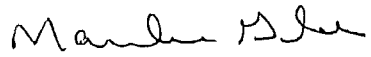
**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**



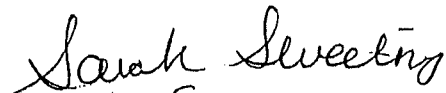
Robert Lisotta
Chairperson, Board of Supervisors

Date 9 2 21

WITNESS:

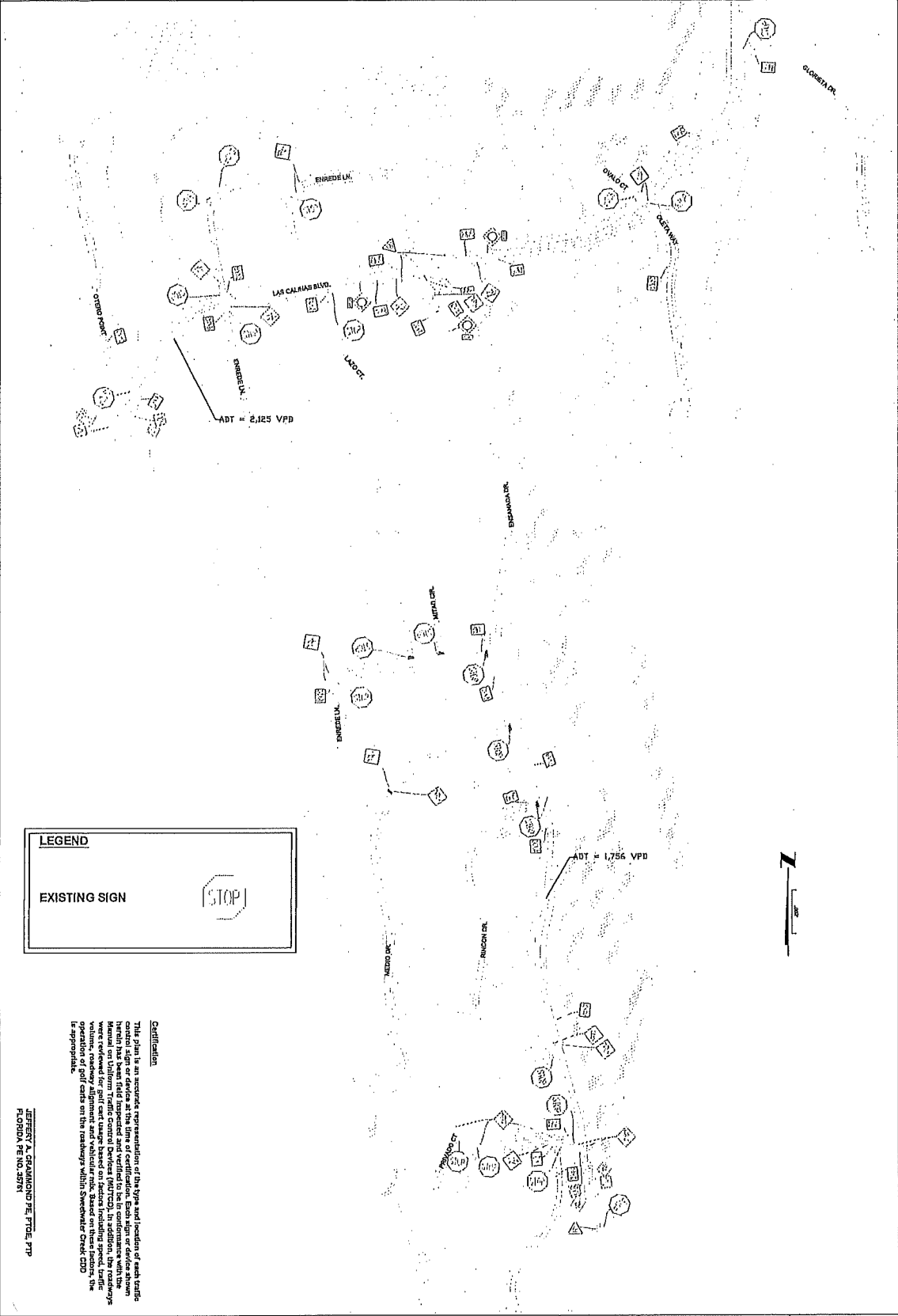


Marilee Gius
(Print Name)




Sarah Sweeting
(Print Name)

EXHIBIT "A"
TRAFFIC CONTROL AGREEMENT
Legal Description



LEGEND

EXISTING SIGN



Certification

This plan is an accurate representation of the type and location of each traffic control sign or device as the type of certification. Each sign or device shown here is based on the information provided in the Manual on Uniform Traffic Control Devices (MUTCD). In addition, the roadways were reviewed for golf cart usage based on factors including speed, traffic operation of golf carts on the roadways within Sweetwater Creek CDD is appropriate.

JERRY A. GRANADO PE, P.E., P.P.
 FLORIDA PE NO. 58781

SCALE: 1/8" = 1'-0"
 1
 OF 2

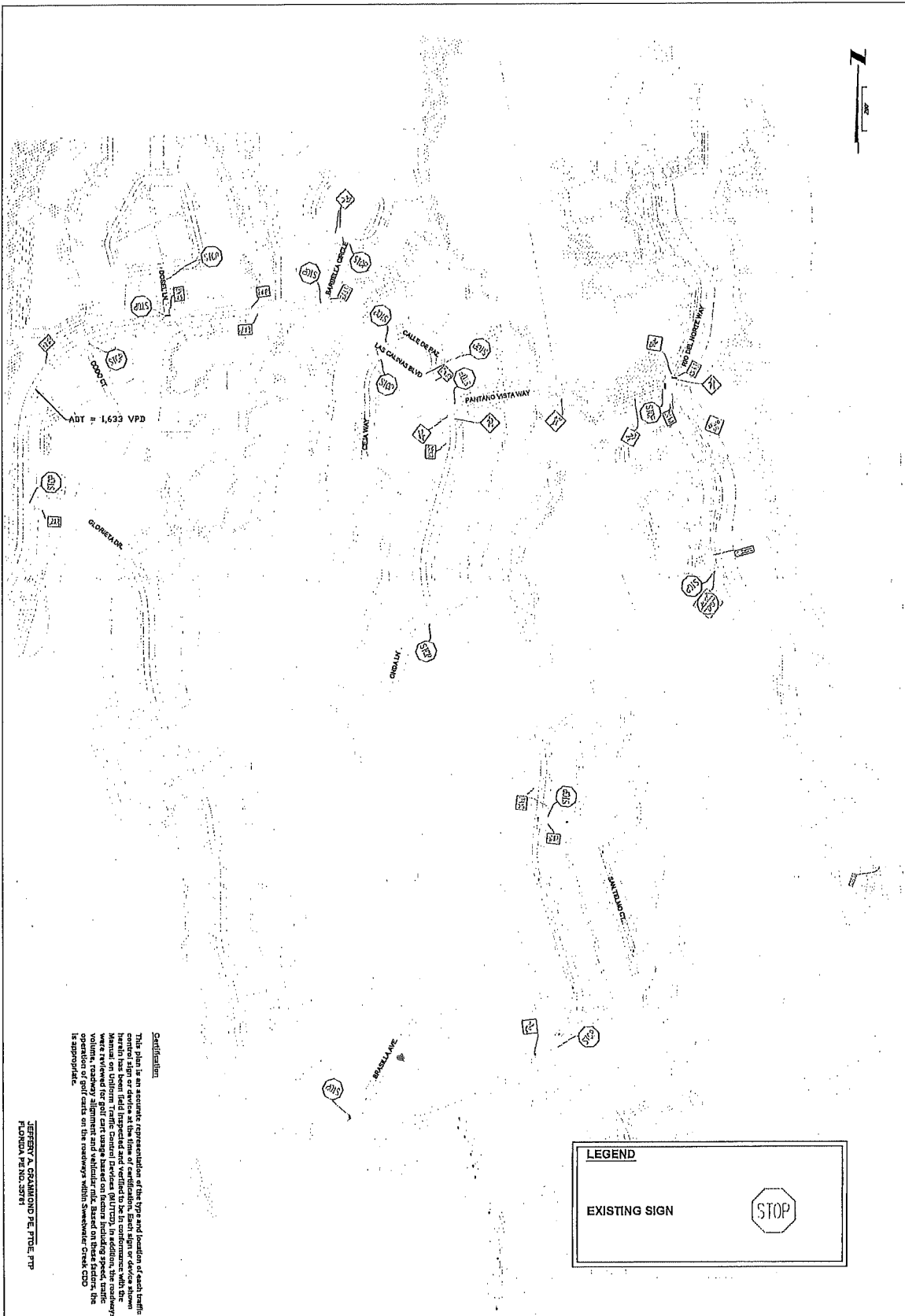
Sweetwater Creek CDD
Signage and Pavement Marking
MUTCD Compliance Plan

ETM
 ENGINEERING, TRAFFIC & TRANSPORTATION, INC.
 11175 CALIFORNIA AVENUE, SUITE 100
 SAN DIEGO, CA 92121
 TEL: (619) 444-8800
 FAX: (619) 444-8801
 CA 00001414 LC 00001414

ENR NO. 05-010-16
DRAWN BY: T.M.
CHECKED BY: T.M.
DESIGNED BY: J.A.C.
DATE: 05/04/16

REVISIONS:

PLANS PREPARED UNDER THE DIRECTION OF:



Certification:
 This plan is an accurate representation of the type and location of each traffic sign and pavement marking proposed for this project. The design engineer herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD). In addition, the roadways within the project limits are in good condition. The design engineer certifies the volume, roadway alignment and shoulder width, based on these factors, the operation of golf carts on the roadways within Sweetwater Creek CDD is appropriate.

JERRY A. GRANOND PE, FDOT, FPP
 F.LORIDA, PE NO. 39781

LEGEND

EXISTING SIGN

DRAWING NUMBER 2 OF 2	Sweetwater Creek CDD Signage and Pavement Marking MUTCD Compliance Plan	 ETM VISION • EXPERIENCE • RESULTS Englund-Thero & Thero, Inc. 1475 Ocala Loopway Blvd. Jacksonville, FL 32218 TEL: (904) 443-4188 FAX: (904) 443-6166 CA 04991341 LC-013310	ETM NO. 05-010-18 DRAWN BY: TJB REVIEWED BY: TJB CHECKED BY: JAC DATE: 05/04/19	REVISIONS: 	PLANS PREPARED UNDER THE DIRECTION OF:
	PRINTED: August 17, 2020 - 1:57 PM, BY: BETH WALKER				

EXHIBIT "B"

TRAFFIC STUDY; SIGNAGE

*The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: **Traffic Study; Signage.***

SECTION I - SUBDIVISION SIGNING AND MARKING PLAN

The applicant should contact the Records Management Officer at (904) 209-0706 and request the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plan. *If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.*

SECTION II - ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. If not, the Traffic Operations Section will provide the applicant with a list of consulting firms known to have experience in Traffic Engineering. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

SECTION III - ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by Traffic Operations must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be including in the Traffic Study Outline.

Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer, and confirmed by the County Traffic Operations that golf carts may safely travel on or cross the public road or street, considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section II, Engineering Services and Section III, Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

Traffic Control Plan Certification

Subdivision: Sweetwater Creek CDD – Palencia North

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 316.

**Seal & Signature of
Professional Engineer**

FINAL SUBMITTAL

The applicant will submit the Certified Traffic Control Plan and Engineering Report to the Traffic Operations Section, 2470 Industry Center Road, St Augustine, Florida 32084. Following approval by the County Engineer, the applicant may proceed with completing the remaining requirements of the agreement.

If additional information or clarification is needed, please contact Greg Kennedy, Traffic Operations Manager at (904) 209-0178.

EXHIBIT "C"

TRAFFIC CONTROL AGREEMENT
EXHIBIT "C"
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me the undersigned authority, personally appeared (print name)
Robert Lisotta, who after being duly sworn, states as follows:

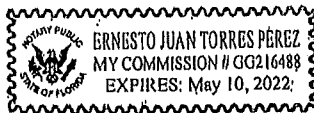
1. My name is (print name) Robert Lisotta, my position/title is Chairman with Sweetwater Creek CDD. I base my statements in this affidavit on my personal knowledge.
2. To the best of my knowledge, all the roadways within the property description attached as Exhibit A to the Traffic Control Agreement are owned by Sweetwater Creek CDD.

Further affiant sayeth not.

X  Robert Lisotta

(affiant signature)

Subscribed and sworn (or affirmed) to me on (date) Sep 2, 2021 (print name of affiant) Robert Lisotta, who is personally known to me to who has produced _____ as identification.



Notary Public, State of Florida

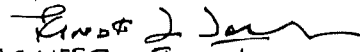

ERNESTO J. TORRES
Print, type or stamp commissioned name of Notary Public
Commission Number: GG 216488
Commission Expires: May 10, 2022

EXHIBIT "D"

(ATTACH INSURANCE BINDER)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2021

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).

PRODUCER Egls Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		CONTACT NAME: Kristlna Rudez PHONE (A/C, No, Ext): (321) 233-9939 E-MAIL ADDRESS: krudez@eglsadvisors.com FAX (A/C, No):																						
INSURED Sweetwater Creek Community Development District c/o Governmental Management Services 219 E Livingston St Orlando FL 32801		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Florida Insurance Alliance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Florida Insurance Alliance		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 20-21 Master Liab 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 VVD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		100120522	10/01/2020	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 \$ Included GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Included Employee Benefits Per \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			100120522	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Officials Liability and Employment Practices Liability			100120522	10/01/2020	10/01/2021	Per Claim 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)

Certificate Holder is included as an Additional Insured.

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 & St. Johns County Sheriff's Off. 500 San Sebastian Vlew 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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