

INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY AND SHADOWLAWN CDD FOR ASSIGNMENT OF THE FUNDING AGREEMENT AND THE ROADWAY CONSTRUCTION IMPACT FEE CREDIT AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND REINHOLD CORPORATION FOR THE CONSTRUCTION OF THE COUNTY ROAD 218 EXTENSION AND FOR EXTENSION OF COMMENCEMENT DATE

THIS INTERLOCAL AGREEMENT FOR ASSIGNMENT OF THE FUNDING AGREEMENT AND THE ROADWAY CONSTRUCTION IMPACT FEE CREDIT AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND REINHOLD CORPORATION FOR THE CONSTRUCTION OF THE COUNTY ROAD 218 EXTENSION AND FOR EXTENSION OF COMMENCEMENT DATE (the “Interlocal Agreement”), is made and entered into as of the ____ day of _____, 2022, by and between Clay County, a political subdivision of the State of Florida (the “County”) and the Shadowlawn Community Development District, a community development district organized pursuant to Chapter 190, Florida Statutes, (referred to herein as the “District”).

WHEREAS, it is the design, purpose, and intention of the parties hereto to permit said parties, individually and collectively, to make the most efficient use of their respective powers, resources and capabilities by cooperating in the use of their respective powers, resources and capabilities; and,

WHEREAS, the County has previously entered into that Funding Agreement Between Clay County, Florida and Reinhold Corporation for the Construction of the County Road 218 Extension, dated March 27, 2018, and designated Clay County Agreement/Contract # 2017/2018 - 69 (the “Funding Agreement”); and

WHEREAS, the County has previously entered into that Roadway Construction Impact Fee Credit Agreement between the County and Reinhold Corporation, dated March 27, 2018, and

designated Clay County Agreement/Contract # 2017/2018 -70 (the "Impact Fee Credit Agreement"); and

WHEREAS, Section 9.b. of the Impact Fee Credit Agreement and Section 12.e. of the Funding Agreement both contemplate and specifically authorize Reinhold Corporation to assign its rights, obligations and liabilities under the Impact Fee Credit Agreement and the Funding Agreement (collectively the "County Agreements") to a community development district; and

WHEREAS, the District has and does accept the assignment of all rights, obligations and liabilities under the County Agreements and Reinhold and the District have provided at least thirty days notice to Clay County of the District's acceptance of such assignment; and

WHEREAS, the District and the County desire to formalize the understandings and obligations of all the parties to this Interlocal Agreement and the assigned County Agreements.

W I T N E S S E T H

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. AUTHORITY; GENERAL RESPONSIBILITIES; CONDITION PRECEDENT. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter referred to as the "Act:), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, 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 Interlocal Agreement.

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

2. **ASSIGNMENT.** The District and the County hereby acknowledge and agree to the assignment by Reinhold Corporation of the County Agreements as authorized therein to the District. The District hereby acknowledges and accepts the assignment of all rights, obligations and liabilities under the County Agreements.

3. **TERM.** The term of this Interlocal Agreement shall commence on the date it is fully executed by the Parties, and shall continue in effect until the County and the District have fulfilled and satisfied all of their respective rights, obligations and liabilities under the County Agreements and shall only terminate in accordance with the provisions of the County Agreements.

4. **CONSTRUCTION COMMENCEMENT DATE.** In accordance with Section 12(j) of the Funding Agreement, the District and the County hereby agree to modify the Commencement Date for physical construction of the County Road 218 Extension as set forth in Section 4 of the Funding Agreement from December 31, 2022 to April 30, 2023.

5. **NO WAIVERS.** No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Interlocal Agreement, nor noncompliance therewith shall be deemed or taken as a waiver at any time of the same, of any other term, condition, covenant or agreement herein contained, or of the strict and prompt performance thereof by the other party hereto. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Interlocal Agreement are cumulative, and no one of them shall be exclusive of any other or exclusive of any remedies provided by law.

6. **TERMS BINDING UPON SUCCESSORS.** All the terms, conditions, and covenants of this Interlocal Agreement shall inure to the benefit of and be binding upon the allowable successors and assigns of the parties hereto.

7. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** 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 statute, and nothing in this 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.

8. **MISCELLANEOUS.**

(a) This Interlocal Agreement shall be governed by and be construed in accord with the laws of the State of Florida. Unless the parties otherwise agree, the venue of any action or

proceeding brought under the provisions of this Interlocal Agreement shall be Clay County, Florida.

(b) 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 District:

Shadowlawn Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

To County:

Clay County Manager
Clay County Administration Building
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043

With a copy to:

Clay County Attorney
Clay County Administration Building
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043

Notice may also be delivered to such other address or party 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.

(c) It is mutually acknowledged and agreed by the parties hereto that this Interlocal Agreement contains the entire agreement between the County and the District with respect to the subject matter of this Interlocal Agreement, including all rights, obligations and liabilities as specifically described in the County Agreements; that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent.

(e) If any provisions of this Interlocal 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 Interlocal Agreement, and this Interlocal Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the District or their assigns have any cause of actions against the officers or employees of the County, or against any elected official of the County based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(f) This Interlocal Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.

(g) In the event of any action or administrative proceeding between the parties arising under the terms of this Interlocal Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs, including attorney fees and costs associated with all appeals,

incurred by it, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency. 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.

(h) All written materials and oral communications between either party shall be deemed public information and shall remain a matter of public record unless otherwise provided or allowed by law.

(i) This Interlocal Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Interlocal Agreement.

(j) Authority. The parties agree to utilize electronic signatures and that the digital signatures of the 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 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.

[Remainder of page left intentionally blank]

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

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Wayne Bolla
Its Chairman

Attest:

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

**SHADOWLAWN COMMUNITY
DEVELOPMENT DISTRICT**

Its Chairman

Attest:

Secretary

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