

**FOURTH AMENDED AND RESTATED
INTERLOCAL GOVERNMENTAL AGREEMENT
FOR
MAINTENANCE OF PROJECT WIDE IMPROVEMENTS**

This **FOURTH AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL AGREEMENT** (“Agreement”) is made effective October 1, 2022 (the “Effective Date”), among VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 5, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 6, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 8, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 13, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT and SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (sometimes collectively referred to as the “Parties”),

GENERAL RECITALS

1. The Villages of Lake-Sumter, Inc. (“VLS”) is the developer of the Villages of Sumter and the Villages of Fruitland Park, each a mixed-use Development of Regional Impact, and other areas within Lake and Sumter Counties south of the northly right-of-way of CR466 and north of the Southerly right-of-way of SR44 (a territory referred to herein as the “Project”), all of which form parts of an larger developed area commonly known and referred to as The Villages.
2. Pursuant to the development of the Project, VLS has created Community Development Districts pursuant to Chapter 190, Florida Statutes (the “Act”).
3. Certain improvements and facilities constructed within the Project (as defined herein) extend beyond the geographic boundaries of each of the Districts geographic boundaries and benefit all of the residents of the Project (the “Project Wide Improvements”).
4. Pursuant to the Act, particularly Section 190.011(12) and pursuant to Section 163.01, Florida Statutes, Community Development Districts may provide by Interlocal Agreement for certain services to be provided by one District on behalf of another District.
5. The Districts within the Project desire to enter into this Agreement to efficiently and cooperatively provide for the maintenance of Project Wide Improvements.

RECITALS OF AGREEMENT HISTORY

6. Effective August 29, 2003, Village Community Development District No. 5 and Sumter Landing Community Development District (“SLCDD”) entered into an

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Interlocal Governmental Agreement for Maintenance of Project Wide Improvements, which provided for the joinder of subsequently formed districts within the Project territory which at that time comprised the portion of the Villages of Sumter DRI from CR 466A north through CR 466.

7. On November 17, 2006, Village Community Development District No. 5 and Sumter Landing Community Development District entered into an Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements (the “First Amended and Restated Agreement”), in which the Project territory subject to the First Amended and Restated Agreement was expanded to include the area from the southerly right-of-way of SR44 north to the northerly right-of-way of CR 466A. All other Parties subsequently joined in the Agreement as amended from time to time and in effect at the time of each respective joinder.

8. Effective May 1, 2010, all Parties in existence at that time entered into a Second Amended and Restated Interlocal Governmental Agreement for the Maintenance of Project Wide Improvements (the “Second Amended and Restated Agreement”), in which further revisions were made.

9. After the adoption of the Second Amended and Restated Agreement, VLS continued to form community development districts pursuant to the Act including Village Community Development District No. 11, Village Community Development District No. 12 and Village Community Development District No. 13. Each of these Districts executed a joinder agreement to participate in the Agreement then in effect. A Third Amended and Restated Interlocal Agreement for the Maintenance of Project Wide Improvements (the “Third Amended and Restated Agreement”) was made to further expand the Project territory to incorporate those Districts and areas south of the southerly right-of-way of SR 44 developed or to be developed in the future as part of The Villages.

RECITAL OF PRESENT INTENT

10. Village Community Development District No. 12 and Village Community Development District No. 13, acting through their boards and with the consent of all Parties, have determined to terminate their participation in this Agreement and to enter into a separate interlocal agreement with SLRDD for maintenance of project wide improvements within their respective boundaries, and it is anticipated that any future community development districts established by VLS south of SR 44 will join and participate in that new interlocal agreement instead of this Agreement; accordingly, the Remaining Parties (as defined below) desire to limit the Project territory to exclude the areas South of SR 44 and otherwise modify terms as set forth herein.

~~10.11.~~ For purposes of this Agreement, the “Remaining Parties” shall constitute all Parties to this Agreement except for Village Community Development District No. 12 and Village Community Development District No. 13.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the ~~P~~parties agree that the ~~Second-Third~~ Amended and Restated Agreement shall be amended by restating in this Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements as follows:

1. **AUTHORITY.** This Agreement is entered pursuant to the authority set forth in Chapters 163 and 190, Florida Statutes.

2. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. **PROJECT WIDE IMPROVEMENTS; OWNERSHIP ACKNOWLEDGEMENT.** For the purposes of this Agreement, Project Wide Improvements shall only include those improvements specifically described and depicted on the maps and graphics attached in *Exhibit “A”*. As additional Project Wide Improvements are developed within the Project and north of SR 44, Exhibit “A” may be modified only by ~~resolution of SLCD~~ approval of each of the Remaining Parties’ respective Board of Supervisors, provided that the same has been considered for recommendation by the PWAC as set forth in Paragraph 6 below. The Project Wide Improvements do not include any improvements owned by or located within Village Community Development District No. 12 or Village Community Development District No. 13, and any improvements located south of SR 44. Each Remaining Party acknowledges that each Remaining Party owns the Project Wide Improvements located within the respective Remaining Party’s boundaries. For each improvement not located within any Respective Party’s boundaries, the Remaining Parties acknowledge the ownership reflected in Exhibit A.

Commented [ME1]: Exhibit A should include the party that owns the item.

4. **MAINTENANCE OF PROJECT WIDE IMPROVEMENTS.** SLCDD shall coordinate and supervise the maintenance of Project Wide Improvements. SLCDD shall follow the procedures set forth in Florida Statutes in requesting proposals, bidding and entering into contracts for such maintenance services.

5. **ALLOCATION OF COSTS; BUDGET; REPORTING.** The actual costs of operating, maintaining, repairing, replacing and insuring the Project Wide Improvements shall be allocated among all of the Community Development Districts within the Project based upon the proportion of assessable acreage _____ in each District represents to the total assessable acreage _____ within the Project Remaining Districts. Certain of the Project Wide Improvements are within the SR 44 right-of-way and thus benefit lands located north and south of the SR 44 right-of-way. For Project Wide Improvements located within the SR 44 right-of-way, the Remaining Parties through the PWAC will pay fifty percent (50%) of the actual costs of operation, maintenance, repair, replacement, and insurance. The remaining fifty percent (50%) will be paid by Community Development District No. 12, Community Development District No. 13 and all other community development districts located, or to be located, south of SR 44. Each District

Commented [ME2]: Assessable acreage may not be fair when comparing a residential CDD to 1) a commercial CDD with multi-story buildings and significant areas dedicated to parking that are presumably no being assessed, or to 2) a CDD with a substantial number of apartments. It is suggested to analyze the allocation methodology to determine whether an “equivalent residential unit” allocation methodology is more fair and appropriate, especially considering the differences between a commercial CDD, a CDD with a large number of apartments, and a typical single-family home CDD.

shall remit its proportionate share within ten (10) days of invoice from the ~~Sumter Landing Community Development District~~SLCDD.

Not later than April 1 of each year, the PWAC shall prepare and submit to each Remaining Party a budget for the fiscal year beginning the next October 1. The budget shall include a good faith estimation of the costs budgeted to be spent outside of all Remaining Parties' boundaries as well as the costs budgeted to be spent inside each specific Remaining Party's boundary. Each Party shall have forty-five days to review and provide input related to the PWAC budget, which input the PWAC shall acknowledge and consider at a public meeting of the PWAC.

By December 1 of each year, SLCDD shall prepare and distribute to each of the Remaining Parties a report which estimates the monies spent through the PWAC outside of all Remaining Parties' boundaries as well as the monies spent inside each specific Remaining Party's boundaries.

5-6. PAYMENT FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 AND VILLAGE COMMUNITY DEVELOPMENT DISTRICT 13. A report detailing the financial aspects of the withdraw of Village Community Development District No. 12 and Village Community Development District No. 13 from the PWAC is attached hereto as Exhibit B. Pursuant to that report, and in order to fairly withdraw from the PWAC without causing the Remaining Parties any unfair burdens of funding, Village Community Development District No. 12 shall pay \$ _____ to SLCDD, which funds shall only be used for future expenses of the PWAC. In order to fairly withdraw from the PWAC without causing the Remaining Parties any unfair burdens of funding, Village Community Development District No. 13 shall pay \$ _____ to SLCDD, which funds shall only be used for future ~~expenses~~ of the PWAC.

6-7. PROJECT WIDE ADVISORY COMMITTEE. SLCDD has, by resolutions, established a Project Wide Advisory Committee ("PWAC") to provide input, explore issues and provide advice and ~~recommendations-direction~~ on issues related to the operation, maintenance, repair, and replacement of Project Wide Improvements. Each Party, other than SLCDD, shall provide a Supervisor from its own board to serve on the PWAC. As they relate to Project Wide Improvements, the resolutions provide that duties of the PWAC include monitoring and recommending pertinent and significant aspects of the project wide maintenance process, and specifically to i) review and ~~recommend-approve~~ an annual budget ~~to which~~ SLCDD must follow for the Project Wide Improvements, review budget to actual statements and review and ~~recommend-approve~~ all capital expenditures through the budget process or outside the budget process as the need develops; ii) review and ~~approve-recommend~~ all contract renewals and bid and proposal awards to be adopted by SLCDD for the Project Wide Improvements; and iii) explore significant and important issues, including but not limited to any changes or amendments to Exhibit "A" as they arise and provide advice and recommendations to the ~~board~~Remaining Parties' respective Board of Supervisors. ~~It is the intent of~~ SLCDD shall to enact, adopt, or put into place those rules,

Commented [ME3]: There needs to be a financial analysis conducted as to the funds on hand which the Parties have paid into PWAC and a determination of what funds should be paid by Nos. 12 and 13, if any, as of the date No. 12 and 13 are removed from PWAC. The financial analysis may also conclude that funds should be paid to Nos. 12 and 13, but this is unknown at this time because no financial analysis has been presented. This paragraph may need to be revised to be more general as specific numbers will be hard to determine until the end of Fiscal Year 2021-2022. However, the concept needs to be addressed in some fashion.

policies, procedures and other actions of the PWAC within the scope of the PWAC powers and ~~to~~ approve and enter into those contracts and disburse those funds necessary and proper to implement the ~~actions-decisions~~ of the PWAC. ~~The resolutions provide that should~~ the ~~Should~~ SLCDD not agree with the PWAC ~~recommendations-directives~~ and if a delay will not adversely affect operations, a joint meeting shall be scheduled between SLCDD and the PWAC to discuss the ~~recommendation-directive~~ prior to final ~~action-of-implementation by~~ the SLCDD. Annually, and as situations may require, the Chairman of the SLCDD or the Chairman's designee shall attend a PWAC meeting to discuss any issues or concerns and provide feedback to the PWAC concerning upcoming or pending community direction and plans. Unless the directive given by the PWAC results in a violation of law, SLCDD shall follow the PWAC's directive. The SLCDD shall timely revise all its resolutions that are inconsistent with, or conflict with, the provisions of this Agreement.

8. TERM; CANCELLATION. Unless earlier terminated or extended by mutual agreement of the Remaining Parties, this Agreement shall expire ~~ten-three (103)~~ years from the date hereof. This Agreement shall automatically renew for successive ~~ten three (103)~~ year periods unless at least one Party provides notice to the other Remaining Parties of an intention to non-renew or request modification of the contract at least eighteen (18) months prior to the end of the initial term or any renewal term. If a court of competent jurisdiction determines that this Agreement is not legal, or determines that any Party cannot perform under this Agreement for any reason, this Agreement shall be canceled and SLCDD shall refund all monies on hand to the Remaining Parties in proportion to the Remaining Parties' prior percentages of contribution.

9. FILING. The SLCDD is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties, and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Sumter County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Commented [ME4]: If other counties are implicated, it should be filed there as well.

10. APPLICABLE LAW AND VENUE. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Sumter County, Florida.

11. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 11 prior to filing suit against the other Party. Any Party may initiate the dispute resolution process by providing written notice to the other Party. This Section 11 is

intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties fail to resolve the dispute within 60 days of the notice described in subsection (A) above, the Parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the Parties are unable to agree upon a mediator, the Parties will discontinue this contractual dispute resolution process and the dispute shall be subject to the process in Chapter 164, Florida Statutes. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the Parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Parties. In such event, any Party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party.

(E) In any dispute, each Party shall pay the fees, charges and expenses of its own counsel, experts, and witnesses. All parties share equally in the fees and expenses of the mediator.

(F) Village Community District No. 12 and Village Community Development No 13 shall not be required to participate in this dispute resolution process if the dispute does not involve actions or omissions by Village Community District No. 12 or Village Community Development No 13, or if the dispute and its potential resolution have no impact on Village Community District No. 12 or Village Community Development No 13.

(F) The terms of this Section 11 shall survive any termination or expiration of this Agreement.

12. INSPECTION OF FUTURE PROJECT WIDE IMPROVEMENTS; WARRANTY. As a cost of the PWAC, the SLCDD shall arrange for the inspection of any infrastructure, facilities, land, or any other item proposed to be added as a Project Wide Improvement to Exhibit A. The inspection shall be performed by a licensed professional engineer in the state of Florida who is completely unaffiliated with, or who has had a contract with: 1) the developer of The Villages or its affiliates, 2) any of the community development districts within the Villages, and 3) any of the homeowner's associations or community associations within the Villages. The engineer shall issue a certification that the infrastructure, facilities, land or any other item proposed to be added as a Project Wide

Improvement was built according to plans approved by the applicable federal, state, county or city laws, regulations and permits, is in new or like new condition, and is free from defects, with the exception of latent defects. In addition, the PWAC shall not accept any infrastructure or facilities proposed to be added as a Project Wide Improvement unless the conveyance is accompanied by a two-year warranty or a two-year maintenance bond, from the entity that is conveying the infrastructure or facility.

13. AMENDMENT. Except as set forth above, this Agreement may be modified in writing only by the mutual agreement of each of the Parties' Board of Supervisors~~the Parties~~ in accordance with their respective laws, rules, and procedures.

7-14. NO INDIVIDUAL LIABILITY; PROTECTION OF THE PWAC MEMBERS. Appointed members and alternate members of the PWAC serve in such capacity as members of a Remaining Party's Board of Supervisors and in no other capacity. Consequently, supervisors serving as a member or alternate on the PWAC shall bear no personal liability for their service on the PWAC if the conduct at issue falls within the conduct protected by the defense and indemnification resolution(s) adopted by her or her respective Board of Supervisors. In addition, each Remaining Party shall ensure that its supervisors serving as a member or alternate to the PWAC is covered by the Remaining Party's directors' and officers' liability policy or general liability policy for actions related to the PWAC. No Party shall threaten personal suit or personal liability against an individual member or alternate of the PWAC if the conduct at issue falls within the conduct protected by the defense and indemnification resolutions adopted by that member or alternate's Board of Supervisors.

8-15. SEVERABILITY. If any one of more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, contrary to any expressed provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

9-16. MATTERS UNAFFECTED. No right or obligation that may currently or subsequently exist respecting the ~~P~~parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

10-17. ASSIGNMENT. This Agreement may not be assigned ~~by any party except to a governmental entity~~by any Party without the prior written consent of all other Parties. Any purported assignment without such prior written consent is void.

11-18. EFFECTIVE DATE. This Agreement shall become effective on October 1, 2022.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representative.

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
10**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
11**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**BROWNWOOD COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**SUMTER LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

AND

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
12**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
13**

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Print Name: _____ Print Name: _____
Title: _____ Title: _____

EXHIBIT A: PROJECT WIDE IMPROVEMENTS

EXHIBIT B: FINANCIAL ANALYSIS OF WITHDRAW OF VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NOS. 12 AND 13