

AGREEMENT BETWEEN PASCO COUNTY, FLORIDA, AND LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT FOR COUNTY
EXERCISE OF TRAFFIC CONTROL JURISDICTION

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "COUNTY"), and LAKESIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized pursuant to Chapter 190, Florida Statutes; acting by and through its Board of Supervisors (hereinafter referred to as the "CDD").

WITNESSETH:

WHEREAS, Section 316.006, Florida Statutes, provides that COUNTY may exercise jurisdiction over roads owned or controlled by a special district located in the unincorporated area within its boundaries if the joining parties owning or controlling such roads provide by written agreement approved by COUNTY that COUNTY has traffic control jurisdiction over the roads encompassed by such agreement; and

WHEREAS, CDD is located within the unincorporated area of Pasco County and the roads within the district are roads owned or controlled by a special district; and

WHEREAS, CDD has experienced numerous traffic control problems, such as motorists failure to obey traffic regulations, and

WHEREAS, the COUNTY hereto has consulted the Sheriff of Pasco County regarding traffic control and enforcement within CDD pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. COUNTY will exercise traffic control jurisdiction which regulates, warns, or guides traffic over the roads within CDD as depicted in **Exhibit "A,"** attached hereto and incorporated by reference into this Agreement.

2. The COUNTY and CDD understand and acknowledge that traffic control and enforcement shall be accomplished by the Sheriff of Pasco County (hereinafter "Sheriff") under terms and conditions consistent with the level of service provided by the Sheriff in similar geographic areas of Pasco County, Florida.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by COUNTY under the law and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority. Similarly, nothing herein shall be construed to obligate COUNTY in any way beyond said traffic control and enforcement.

4. The planning, scheduling, organization, direction, and supervision of the Sheriff's personnel in all matters incidental to the delivery of traffic control or enforcement shall be solely determined by and at the discretion of the Sheriff.

5. CDD shall reimburse the COUNTY and/or the Sheriff for actual costs attributed to the traffic control and enforcement, should any additional costs be incurred in performance of this Agreement.

6. CDD agrees, at its own expense, to comply with all applicable requirements for signage and traffic control and enforcement as required by Florida law, Pasco County ordinances, Florida Department of Transportation standards and all Pasco County Traffic Control Devices Certification Requirements. Specifically, CDD agrees to comply with Section 316.0745, Florida Statutes, Uniform Signals and Devices and the Manual on Uniform Traffic Control Devices. CDD agrees to comply with said requirements for all future installations and to maintain all current installations in accordance with said requirements. CDD agrees to comply with any warrant studies performed. CDD agrees within thirty (30) days of the date of notice from COUNTY to remove any multi-way stops or other installations that a study finds not to be warranted. CDD agrees not to install any new multi-way stop or other installation without prior approval of COUNTY. Certification is attached hereto as Exhibit "B" and incorporated by reference into this Agreement.

7. This Agreement will be for an initial term of one (1) year and shall be automatically renewed on an annual basis, unless otherwise terminated as provided herein.

8. This Agreement may be terminated by either party, without cause or liability, upon thirty (30) days written notice to the other party. It is explicitly noted that should the Sheriff request that the COUNTY terminate this Agreement, the COUNTY will honor that request pursuant to this paragraph.

9. This Agreement shall not be construed to constitute that the COUNTY and/or the Sheriff, or any of their respective agents, deputies, employees, officers, or representatives are agents or employees of CDD, or vice versa.

10. It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

11. This Agreement contains the sole understanding between the parties and no modification hereby may be made except by an instrument in writing and executed in the same manner as the Agreement.

12. This Agreement shall not be assigned, or other responsibilities herein transferred, delegated, or conveyed in any manner, without the express written consent of COUNTY. The COUNTY will not provide such written consent prior to consulting with the Sheriff.

13. This Agreement shall be binding upon the parties, their heirs, assigns, and successors in interest.

14. In consideration for making and entering into this Agreement described herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CDD, by its presence, for itself and for anyone claiming by, through, or under it, respectively, does hereby fully and forever disclaim, waive, surrender, remise, release, acquit, satisfy, and discharge Pasco County, Florida, its employees, representatives, agents, commissioners, and the Pasco County Sheriff, his employees, representatives, or agents, individually, jointly and severally, from any rights, powers, prerogatives, injuries, privileges, and interests (beneficial and otherwise), claims, demands, damages, both compensatory and punitive, costs and attorney's fees, actions, causes of action, whether arising at law or in equity, arising from, in connection with, or by reason of actions and causes of action whether arising at law or in equity, arising from, in connection with, or by reason of this Agreement.

15. To the fullest extent permitted by law, CDD shall indemnify, defend, and hold harmless the COUNTY and/or the Sheriff and all of their respective officers, deputies, agents, representatives, and employees, from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising out of any act, action, neglect, or omission during the performance of this Agreement or work performed thereunder, whether direct or indirect, and whether or not due to or caused by negligence of the COUNTY and/or the Sheriff and/or all of their respective officers, deputies, agents, representatives, or employees, except that will not be liable under this CDD provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY and/or the Sheriff and/or all of their respective officers, deputies, agents, representatives, or employees. CDD'S obligation to defend and indemnify shall not be excused because of CDD'S inability to evaluate liability or because CDD evaluates liability and determines that because CDD is not liable or determines that the COUNTY and/or the Sheriff is solely negligent. Only a final adjudication or judgment finding the COUNTY or the Sheriff solely negligent shall excuse performance of this provision by CDD. If a judgment finding the COUNTY or the Sheriff solely negligent is appealed and the finding of sole

negligence is reversed, CDD will be obligated to indemnify the COUNTY and the Sheriff for the cost of the appeal(s). CDD shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or the Sheriff. This provision shall also pertain to any claims brought against the COUNTY or the Sheriff by any employee of CDD, subcontractor, or anyone directly or indirectly employed by any of them. CDD'S obligation under this provision shall not be limited in any way to the agreed upon contract price, if any, as shown in this agreement or CDD'S limit of or lack of sufficient insurance protection.

IN WITNESS WHEREOF, the parties have caused these premises to be executed by their duly authorized representatives on this _____ day of _____, 20_____.

ATTEST:
(SEAL)

PASCO COUNTY, FLORIDA, a political
subdivision of the State of Florida

Paula S. O'Neil, Ph.D.
Clerk & Comptroller

Mike Moore, Chairman

LAKESIDE COMMUNITY DEVELOPMENT
DISTRICT

Print Name

Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by _____, as _____ (title), of LAKESIDE COMMUNITY DEVELOPMENT DISTRICT, a special district, who is personally known to me (or has produced _____ as identification).

Notary Public

Printed Name

Notary Public Serial Number (if any):

Commission Expires: _____

EXHIBIT "A"
SEE ATTACHED

EXHIBIT "B"
SEE ATTACHED