

AGREEMENT

THIS AGREEMENT is made and entered into by and between **HERNANDO COUNTY, a political subdivision of the State of Florida**, (hereinafter referred to as “**COUNTY**”), and the **SHERIFF OF HERNANDO COUNTY, FLORIDA**, a state constitutional officer (hereinafter referred to as “**SHERIFF**”) and _____ **OWNERS’ ASSOCIATION, INC.** (hereinafter referred to as “**THE OWNER**”),

WITNESSETH

WHEREAS, Section 316.006 (3)(b), Florida Statutes (2007), provides that a county may exercise jurisdiction over private roads within the county if the parties owning or controlling such roads provide by written agreement, approved by the governing body of the county; for county traffic jurisdiction over such private roads; and

WHEREAS, the **OWNER** of private roads within **OWNER’S** community in Hernando County, has requested the **COUNTY** to exercise traffic jurisdiction over such private roads; and

WHEREAS, the **COUNTY**, the **SHERIFF**, and the **OWNER**, in accordance with Section 316.006(3)(b), Florida Statutes, by this Agreement desire to specify the terms under which jurisdiction of traffic over private roads in the **OWNER’S** community will be assumed by the **COUNTY**.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

The **COUNTY**, through the Sheriff’s Office or other law enforcement agencies, shall enforce all traffic laws, ordinances on the streets within **OWNER’S** community as enumerated on Attachment “A” to this Agreement. Streets may be added to or deleted from Attachment “A” to this Agreement from time to time with the written consent of the County Administrator or designee and an officer of the party owning or controlling the street or road to be added or deleted. Only those streets with County approved traffic control devices will be included in Attachment “A”.

SECTION 2. TRAFFIC JURISDICTION

Traffic control jurisdiction provided in Section 1 above shall include applicable provisions of Florida Statutes regulating traffic or vehicles, including but not limited to, Chapters 316, 318, 320, and 322, and applicable ordinances of the **COUNTY** regulating

traffic or vehicles on streets within the **COUNTY**. This Agreement shall not abrogate in any way the **OWNER'S** authority to control or otherwise regulate access to the roads subject to this Agreement. However, the **OWNER** agrees that access by personnel of the Sheriff's Office or any other law enforcement agency shall not be restricted when entry is made for purposes of enforcement of traffic laws or performance of other lawful duties, including service of process and witness subpoenas.

SECTION 3. TRAFFIC CONTROL SERVICES

Sheriff's deputies and other law enforcement officers are authorized to enforce traffic laws within the **OWNER'S** Community on streets enumerated on Attachment "A". Special requests for traffic enforcement from the **OWNER** will be provided by a deputy sheriff working an off duty detail whose time will be billed to and paid by the **OWNER** at the current hourly rate as may be established by the **SHERIFF** from time to time for such off duty detail services, with the minimum charge based on three hours of service.

SECTION 4. TRAFFIC CONTROL DEVICES

The **COUNTY** shall consult with the **OWNER** on the type and placement of official traffic control devices or street signs on the particular roads owned or controlled by the **OWNER**. The final determination of type and location of such traffic control devices or street signs shall be made by the **COUNTY** after such consultation. The actual cost of any and all installation and signage provided by **COUNTY** shall be reimbursed to **COUNTY** by **OWNER**. Once installed, maintenance of such devices or signs to County standards pursuant to any maintenance requirements generally applicable to such devices or signs if located within a public right-of-way shall be the responsibility of the **OWNER**.

SECTION 5. MAINTENANCE OF ROADWAYS

The **COUNTY** does not hereby assume any responsibility for maintenance or repair of any streets or roadways listed on Attachment "A" to this Agreement or of any rights-of-way or traffic control devices appurtenant thereto, and the **OWNER** or other responsible entity shall bear all responsibility for maintenance and repair of all such roadways and appurtenances.

SECTION 6. TERM

This Agreement shall become effective on October 1, _____ or the date on which all parties have executed the Agreement, whichever is later, and shall continue in effect unless and until canceled as provided hereinafter.

SECTION 7. CANCELLATION

This Agreement shall be deemed canceled as to any roadways owned or controlled by the **OWNER** when the **OWNER** fails to provide insurance as required by Section 8 of this Agreement or **OWNER** fails to make timely payment for special requests services as specified in Section 3. The **COUNTY**, or the **SHERIFF**, or the **OWNER** may cancel this Agreement for any reason, with or without cause, at any time, by giving written notice via U.S. Certified Mail, of same to the other party or parties at least sixty (60) days prior to the effective date of cancellation.

SECTION 8. LIABILITY INSURANCE

The **OWNER** shall furnish Liability Insurance for coverage as to **OWNER** activities as well as personal injury coverages. The Liability Insurance shall include contractual liability insurance applicable to the **OWNER'S** obligations under the Agreement. The limits of liability shall not be less than \$1,000,000 per occurrence for injury or death to any person or persons, and a general aggregate shall not be less than a \$1,000,000.

SECTION 9. PROOF OF INSURANCE

The **OWNER** shall furnish proof of insurance in the form of certificates of insurance naming the **COUNTY** and the **SHERIFF** as additional insured at no cost to the **COUNTY** or **SHERIFF**. Said certificates shall contain the following language as to cancellation:

“In the event of cancellation of this policy by the insurer or any insured, the **OWNER** shall give not less than thirty (30) days advance written notice to:

**COUNTY ADMINISTRATOR
20 N MAIN STREET, ROOM 460
BROOKSVILLE, FL 34601**

**HERNANDO COUNTY SHERIFF
PO BOX 10070
BROOKSVILLE, FL 34603-0070**

If requested by the **COUNTY** or **SHERIFF**, the **OWNERS** will furnish copies of the insurance contracts to support the certificates of insurance and the copies and said insurance must be acceptable to the **COUNTY**.”

The **OWNER** shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the termination of this

Agreement. In the event such insurance shall lapse, this agreement shall automatically terminate without the necessity of any further action by any party.

SECTION 10. INDEMNIFICATION

A. The **OWNER** shall, at all times hereafter, indemnify and hold harmless the **COUNTY** and the **SHERIFF**, their commissioners, officers, agents, servants, and employees, individually and collectively, from and against any damages, losses, causes of action arising out of error, omission, default or negligent act of **OWNER**, its agents, servants or employees in the performance of its duties and obligations under this Agreement or with respect to the services provided by the **COUNTY** or **SHERIFF** pursuant to this Agreement unless such liability arises from the negligence of either the **COUNTY** or **SHERIFF** or misconduct by their agents or employees provided that the agent or employee is acting within the scope of their agency or employment.

B. For purpose of liability the **COUNTY** and the **SHERIFF** are subject to sovereign immunity in accordance with State law. This Agreement shall not constitute a waiver hereof by such parties nor the **OWNER'S** consent to such parties' waiver thereof as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes.

SECTION 11. NOTICES

All notices required under this Agreement shall be effected by mailing such notice by U.S. Certified Mail to the other party or parties at the following addresses:

**HERNANDO COUNTY
20 N MAIN STREET, ROOM 462
BROOKSVILLE, FL 34601**

**HERNANDO COUNTY SHERIFF'S OFFICE
PO BOX 10070
BROOKSVILLE, FL 34603-0070**

The _____ Owners' Association, Inc.
c/o _____

Any party changing their address shall promptly notify the other party to this Agreement in the manner above provided.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and date below written:

(Seal)

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
DONALD C. BARBEE, JR.
Clerk

By: _____
Chairman

Date: _____

**THE WATERS OF WEEKI WACHEE
PROPERTY OWNERS' ASSOCIATION,
INC.**

Attest: _____
Date: _____

By: _____
President

HERNANDO COUNTY SHERIFF

Witness: _____

By: _____

Witness: _____

Sheriff's Counsel: _____

*Approved as to Form and
Legal Sufficiency Only for
County*

County Attorney

ATTACHMENT "A"

THE _____ ASSOCIATION, INC.