

**AGREEMENT REGARDING TRAFFIC CONTROL JURISDICTION**

(Pablo Creek Reserve)

**THIS AGREEMENT REGARDING TRAFFIC CONTROL JURISDICTION**

("Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **PABLO CREEK RESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, not-for-profit ("Association"), whose mailing address is Marsh Landing Management Company, Inc., 4200 Marsh Landing Blvd., Suite 200, Jacksonville Beach, Florida 32250 and the **CITY OF JACKSONVILLE, FLORIDA**, a municipal corporation and a political subdivision of the State of Florida ("City"), whose mailing address is 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

**WITNESSETH:**

**WHEREAS**, this Agreement provides for municipal traffic control jurisdiction by the Jacksonville Sheriff's Office over the limited access roads located within the boundaries of the Pablo Creek Reserve Community (the "Pablo Creek Reserve Community"); and

**WHEREAS**, this Agreement is entered into with the consent of the Duval County Sheriff (the "Sheriff") and the Association, and ratified by the Jacksonville City Council; and

**NOW THEREFORE**, for and in consideration of the mutual benefits each to flow to the other, it is hereby agreed that:

1. The provisions of Chapter 316, Florida Statutes, the State Uniform Traffic Control statutes, shall apply to all vehicular traffic on the roads within the boundaries of the Pablo Creek Reserve Community.

2. The Jacksonville Sheriff's Office deputies shall have the same authority to control traffic on roads within the Pablo Creek Reserve Community as on the City's streets and highways.

3. The Association shall pay the City the actual amount of any costs incurred by the City for services requested and subsequently provided by the City which exceed the ordinary level of traffic control service.

4. The Association shall hold harmless, indemnify and defend the City, its elected officials, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys fees, expert witness fees, and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to or destruction of property, arising out of or incidental to the performance by the City under this Agreement, whether caused by the negligent acts or omissions of the City, its elected officials, officers, employees and agents, or otherwise.

5. The exercise of traffic control jurisdiction provided for by this Agreement shall be in addition to jurisdictional authority presently exercised by the City under law, and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority.

6. Pursuant to §316.006(3)(b)2, Florida Statutes, which provides that "No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff", the Sheriff has consented that this Agreement shall become effective immediately upon execution by all parties hereto, which consent is evidenced by the Consent attached hereto as Exhibit "A" and by this reference is made a part hereof.

7. This Agreement may be canceled at any time by act of the Council for the City of Jacksonville or by either party upon giving thirty (30) days advance written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date set forth above.

**"CITY"**

CITY OF JACKSONVILLE, a municipal Corporation and a political subdivision of the State of Florida

ATTEST:

By: \_\_\_\_\_  
Name: Jim McCain  
Its: Corporation Secretary

By: \_\_\_\_\_  
Name: Lenny Curry  
Its: Mayor

Address: 117 W. Duval Street, Ste. 480  
Jacksonville, Florida 32202

**"ASSOCIATION"**

PABLO CREEK RESERVE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: 4200 Marsh Landing Blvd.  
Suite 200  
Jacksonville Beach, FL 32250

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of PABLO CREEK RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the

corporation. He/She (check one)  is personally known to me or  has produced a valid driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ for Lenny Curry, the Mayor, and attested by Jim McCain, the Corporation Secretary, of the City of Jacksonville, a municipal corporation and a political subdivision of the State of Florida, on behalf of the aforesaid municipal corporation. He (check one)  is personally known to me or  has produced a valid driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Assistant General Counsel

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**EXHIBIT A**

**CONSENT**

**PABLO CREEK RESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, not-for-profit (“Association”), and the **CITY OF JACKSONVILLE, FLORIDA**, a municipal corporation and a political subdivision of the State of Florida (“City”) have entered into that certain Traffic Control Agreement (the “Agreement”), which provides for municipal traffic control jurisdiction by the Jacksonville Sheriff’s Office over the limited access roads located within the boundaries of the Pablo Creek Reserve community.

Pursuant to the provisions of §316.006(3)(b)2, Florida Statutes, which provides that “No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff,” the Duval County Sheriff hereby consents to the execution and delivery of the Agreement to which this Consent is attached (the “Agreement”) and that such Agreement shall take effect immediately upon its execution by all parties thereto.

IN WITNESS WHEREOF, the Sheriff has executed or caused this Consent to be executed this \_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

**JACKSONVILLE SHERIFF’S OFFICE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_