

AGREEMENT REGARDING TRAFFIC CONTROL JURISDICTION

(Southern Oaks)

THIS AGREEMENT REGARDING TRAFFIC CONTROL JURISDICTION (“Agreement”), is made and entered into as of the ___ day of _____, 2021, by and between **SOUTHERN OAKS ASSOCIATION, INC.**, a Florida corporation, not-for-profit (“Association”), whose mailing address is 7601 Timberwood Drive, Jacksonville, Florida 32256 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 Southern Oaks community (herein described as the “Southern Oaks Community”); and

WHEREAS, this Agreement is entered into with the consent of the Duval County Sheriff (**Exhibit “A”**) 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 Southern Oaks Community.

2. The Jacksonville Sheriff’s Office deputies shall have the same authority to control traffic on roads within the Southern Oaks 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 Section 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: James R. McCain, Jr.
Its: Corporation Secretary

By: _____
Name: _____
Its: _____

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

“ASSOCIATION”

SOUTHERN OAKS ASSOCIATION, INC., a Florida corporation not-for-profit

ATTEST:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: President

Address: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____ of Southern Oaks Association, Inc., a Florida not for profit 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 is: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____ of the City of Jacksonville, and attested by James R. McCain, Jr., 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 is: _____

Approved as to form:

By: _____
Name: _____
Its: Assistant General Counsel

EXHIBIT A

CONSENT

SOUTHERN OAKS 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 Highland Glen 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 _____, 2021.

ATTEST:

JACKSONVILLE SHERIFF’S OFFICE

By: _____
Name: _____
Its: _____

By: _____
Name: Mike Williams
Title: Sheriff