

AGREEMENT TO PROVIDE TRAFFIC ENFORCEMENT ON PRIVATE ROADS

This AGREEMENT made this 9th day of May, 2002, by and between the City of DeBary, herein referred to as the "City" and THE ORLANDIA HEIGHTS NEIGHBORHOOD IMPROVEMENT DISTRICT, herein referred to as the "District."

WITNESSETH

Whereas Section 316.006 (2)(b), Florida Statutes provides that a City may exercise jurisdiction over private roads within the City if the parties owning or controlling such roads provide by written agreement, approved by the governing body, for traffic jurisdiction over such roads; and

Whereas the District is responsible for the maintenance and repair of the private roads within the boundaries of the District in the City of DeBary pursuant to Ordinance No. 20-98 and the District has been granted all powers to improve the district granted under Section 163.514, Florida Statutes, and the District has requested the City to exercise traffic jurisdiction over such private roads; and

Whereas the District has the power to contract with the City for increased levels of law enforcement protection and security pursuant to Section 163.514(8), Florida Statutes; and

Whereas pursuant to the above powers, the District controls the private roads within the boundaries of the District in the City of DeBary; and

Whereas the City and the District, in accordance with Section 316.006 (2)(b), Florida Statutes, by this Agreement desire to specify the terms under which jurisdiction of traffic over private roads in the District will be assumed by the City.

Now therefore, the parties agree as follows:

1. Scope of the Agreement. The City shall exercise traffic control jurisdiction over streets, drives, roads, alleys and ways within the boundaries of the District as shown in Exhibit "A" of this Agreement. Streets may be added to or deleted from Exhibit "A" of this Agreement from time to time with the written consent of the City Manager or his/her designee and the governing board of the District.
2. Traffic jurisdiction. Traffic control jurisdiction provided in paragraph 1 above shall include applicable provisions of Florida Statutes regulating traffic or vehicles, including but not limited to Chapters 316, 318, and 322.
3. Enforcement. The enforcement of Florida Statutes relating to traffic and vehicles will be conducted concurrently with the routine patrol currently provided by the City. There will be no increase in patrol levels, frequencies, or assigned deputies as a result of this agreement.

4. Traffic control devices.
 - A. Determination of type and location. The District shall consult with the County Traffic Engineer regarding the type and placement of official traffic control devices on the roads controlled by the District. Final determination of the type and location of such traffic control devices shall be made by the County Traffic Engineer after such consultation.
 - B. Installation and repair. The City shall install, maintain, and repair the traffic control devices within the District pursuant to this Agreement at the expense of the District. The City shall have sole discretion to determine the type, number and location of such devices.
 - C. Notice to City. The District shall notify promptly the City when any traffic control device controlled by it is in need of maintenance, repair, or replacement, and the City shall take such action as is necessary to repair or replace the device at the expense of the District.
5. Maintenance of roadways. Neither the City of DeBary, nor the County of Volusia, shall be responsible for maintenance or repair of any streets or roadways shown on Exhibit "A" of this Agreement. The District shall continue to be responsible for maintenance and repair of all roadways listed in Exhibit "A" in accordance with the authority granted the District by Ordinance No. 20-98 and to include the trimming of trees and vegetation necessary to maintain sight distance requirements at intersections and for traffic control devices.
6. Term. This agreement shall become effective upon approval by the District's board of directors and the City of DeBary City Council and shall continue in effect unless and until canceled as provided hereinafter.
7. Cancellation. The City may cancel this Agreement as to any roadways controlled by the District when the District fails to provide insurance as required by paragraph 8 of this Agreement. Upon the date of lapse in coverage of such insurance, the City may immediately withdraw traffic enforcement from the roadways no longer covered by such insurance. The City or the District may cancel this Agreement for any reason, with or without cause, at any time by giving written notice of same to the other party or parties at least sixty (60) days prior to the effective date of cancellation.
8. Insurance requirement. The District shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City and covering the exposure arising out of the District control of the private streets and all operations necessary or incidental thereto:

- A. Insurance coverage.

- (1.) Liability insurance, including coverage for premises/operations, and personal injury coverages. The liability insurance shall include contractual liability insurance applicable to the District's obligation under this agreement. Limits of liability shall be no less than \$500,000 for injury or death to one person and no less than \$1,000,000 for two or more persons as a result of any one occurrence, or, in lieu thereof.
- (2.) A combined single limit for bodily injury and property damage of no less than \$1,000,000. The limit of liability for personal injury shall be no less than \$500,000 and the limit of liability for contractual liability shall be no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount no less than \$1,000,000.

B. Proof of insurance. The District shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement.

- (1.) The District shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard and the expiration dates thereof and shall contain the following language as to cancellation:
"In the event of any cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days in advance, written notice to: Richard R. Diamond, City Manager, City of DeBary, 137 South U. S. Highway 17-92, DeBary, Florida 32713."
- (2.) If requested by the City, the District shall furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.
- (3.) The District 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, The City expressly reserves the right to renew the insurance at the District's expense.

9. Indemnification. The District shall indemnify and hold harmless the City and its agents, officers, council members and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the City, the District, subcontractor, and anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable,

regardless of whether it is caused in part by a party indemnified hereunder.

10. Contracting. The City may carry out its obligation under this Agreement directly or by contracting with third parties.
11. Notices. All notices required under this Agreement shall be effected by mailing such notices by U. S. Mail to the other party or parties at the following addresses:

As to the City: Richard R. Diamond, City Manager, City of DeBary, 137 South U. S. Highway 17-92, DeBary, Florida 32713.

As to the District: Orlandia Heights Neighborhood Improvement District, c/o City of DeBary, 137 South U.S. Highway 17-92, DeBary, Florida 32713.

Any party changing its address shall notify promptly the other parties to this Agreement.

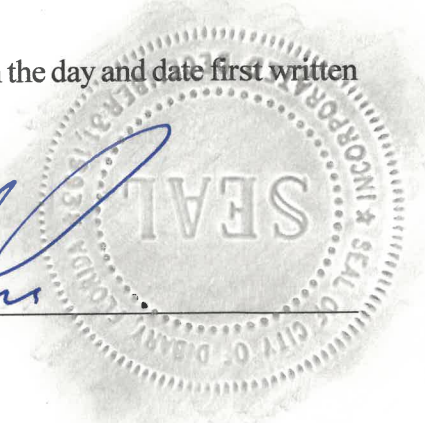
IN WITNESS WHEREOF the parties have executed this Agreement on the day and date first written above.

City of DeBary

BY: _____

ORLANDIA HEIGHTS NEIGHBORHOOD
IMPROVEMENT DISTRICT

BY: _____



[Handwritten signature]

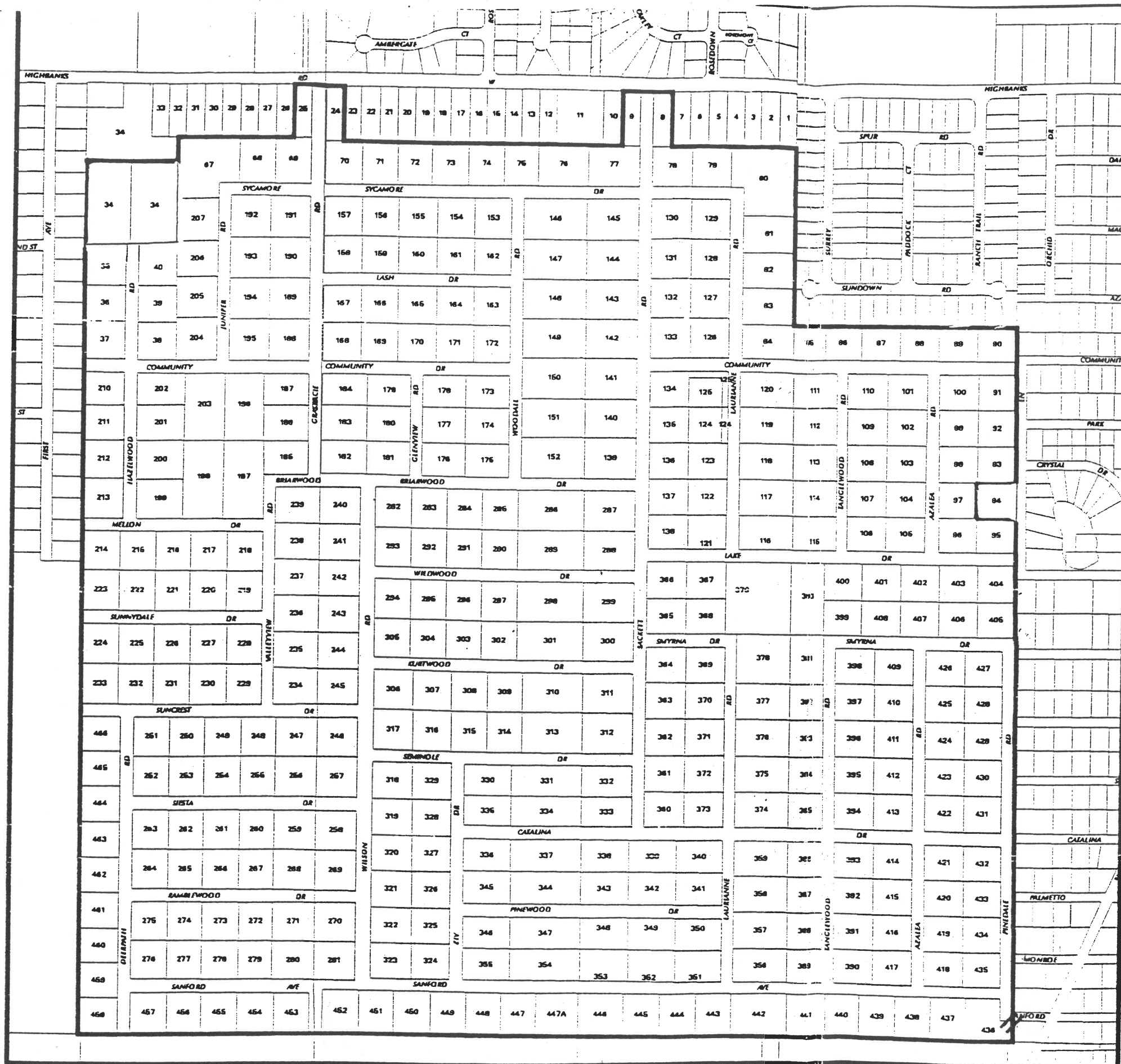


EXHIBIT
A

ORLANDIA HEIGHTS
UNREC. SUB NO. 241

SCALE: 1" = 600'