

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into, by and between WILLIAM "BILLY" WOODS, as SHERIFF of MARION COUNTY, FLORIDA, hereinafter referred to as SHERIFF, the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, hereinafter referred to as COUNTY, and MARION RANCH COMMUNITY DEVELOPMENT DISTRICT, hereinafter referred to as COMMUNITY.

WITNESSETH

WHEREAS, the COMMUNITY is a master-planned community doing business at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

WHEREAS, the COMMUNITY desires to have the SHERIFF provide traffic and parking enforcement over roads owned by the COMMUNITY as described in Florida State Statute §316.006 and located within COMMUNITY as set forth below, *in addition* to jurisdictional authority presently exercised by counties under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority; and

WHEREAS, the SHERIFF has agreed to provide said services;

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. SHERIFF'S SERVICE AREA: There is created a Sheriff's Service Area encompassing all roads owned or controlled by the COMMUNITY in Marion County, Florida. A map reflecting the boundaries of the COMMUNITY and the roads that are the subject of this agreement is attached.

2. DUTIES OF SHERIFF: The SHERIFF shall provide, in the area to be serviced, all law enforcement services normally provided by the SHERIFF within the unincorporated areas of Marion County, Florida. By this Agreement the SHERIFF will have jurisdiction to control traffic within the COMMUNITY as described in Florida State Statute §316.006(3). The assignment and schedule of any deputy sheriff assigned to Sheriff's Service Area shall be determined at sole discretion of the SHERIFF. It is understood and agreed that the COMMUNITY has no authority under this Agreement concerning said assignment and scheduling or of the enforcement of any laws or ordinances.

3. SHERIFF'S LEGAL OBLIGATIONS: The COMMUNITY and SHERIFF recognize that there may be certain legal obligations as a constitutional officer of the State of Florida which may modify the terms of this Agreement, and COMMUNITY and SHERIFF agree to abide by this Agreement as modified by any statutory or constitutional obligations of the SHERIFF. The SHERIFF is responsible for his defense and the defense of his agents for any action arising out of the performance or non-performance of his duties or the duties of his agents. Nothing in this agreement shall be construed as a waiver by the SHERIFF or the COUNTY of their sovereign immunity. The SHERIFF shall not be responsible for defense of any action arising out of acts or omissions of other

agencies or other agents. In the event a lawsuit is filed against any party to this Agreement, the County Attorney and the SHERIFF'S General Counsel shall be immediately notified by parties served.

4. LIMITATIONS; There are no intended third-party beneficiaries to this Agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this Agreement the right, benefit, or privileges to rely on or demand performance of any provision of this Agreement.

5. OWNERSHIP OF PROPERTY AND/OR EQUIPMENT: The COMMUNITY acknowledges that the SHERIFF owns all property utilized by the officer(s) performing the law enforcement services within the scope of this Agreement. Such equipment includes, but is not limited to, the vehicle, mobile radio, light bar, siren, vest, rifle, handgun, radar unit, etc.

6. SPECIFIC REQUESTS: The COMMUNITY may request additional traffic enforcement during specified times utilizing off-duty deputies through the SHERIFF'S OFFICE Special Detail Program.

7. TERM OF AGREEMENT: This agreement shall commence upon signature of all parties (i.e., beginning on the date the last signature is affixed) and shall be in effect for a term of one year. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless and until terminated in accordance with Paragraph 9 herein.

8. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written addendum to this contract, executed by all parties.

9. TERMINATION CLAUSE: This Agreement may be terminated by either party on written notice given at least 30 days in advance of termination.

10. PROVISION OF NOTICE: Provision of any notice under this agreement shall be made via certified mail to the following persons and shall be deemed received three (3) calendar days after mailing:

- A. For the SHERIFF: Sheriff William "Billy" Woods, 692 NW 30th Ave, Ocala, FL 34475, with copy to: Legal Division, 692 NW 30th Ave, Ocala, FL 34475
- B. For the COUNTY: Chairperson of the Board of County Commissioners, 601 SE 25th Ave, Ocala, FL 34471
- C. For the COMMUNITY: Marion Ranch Community Development District, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials the day and year set forth below.

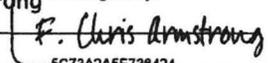
WILLIAM "BILLY" WOODS
SHERIFF OF MARION COUNTY,
FLORIDA



WILLIAM "BILLY" WOODS, Sheriff

MARION RANCH COMMUNITY
DEVELOPMENT DISTRICT

F. Chris Armstrong DocuSigned by:

By: 
5C73A2A5E73842A
Its: Chairperson

ATTEST:

BOARD OF COUNTY COMMISSIONERS

GREGORY C. HARRELL, CLERK

Chairperson
Board of County Commissioners

