

TRAFFIC LAW ENFORCEMENT AGREEMENT

THIS TRAFFIC LAW ENFORCEMENT AGREEMENT is effective upon the date executed below, by and between **EAST LAKE WOODLANDS COMMUNITY ASSOCIATION, INC.** (hereinafter the "**HOA**"), a **Florida not-for-profit corporation**, and **PINELLAS COUNTY**, a political subdivision of the State of Florida (hereinafter the "**COUNTY**"), and **BOB GUALTIERI**, as Sheriff of Pinellas County, Florida (hereinafter the "**SHERIFF**"), (individually referred to as "Party" and collectively referred to as "Parties").

WITNESSETH :

WHEREAS, the **HOA** owns or controls the main interconnecting roads of that certain subdivision located in the unincorporated area of Pinellas County, Florida, and commonly referred to as **HOA**; and

WHEREAS, the **HOA** contains within it a number of private roads, a specific description and map of which are set forth in Composite Exhibit "A" attached hereto (hereinafter "**Roads**"); and

WHEREAS, traffic conditions on the **Roads** from time to time have become of concern to the **HOA** which, however, has inadequate authority to regulate or control such itself; and

WHEREAS, the **HOA**, in order to alleviate such conditions, desires to contract with **PINELLAS COUNTY** and the **SHERIFF**, pursuant to F.S. 316.006(3)(b) and F.S. 316.640(2)(a), for said parties to exercise traffic control jurisdiction and enforcement over the **Roads** subject to this Agreement; and

WHEREAS, the **COUNTY** has consulted with the **SHERIFF** as required by F.S. 316.006(3)(b)(2); and

WHEREAS, the **SHERIFF** is willing to provide such traffic enforcement pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, as well as other good and valuable consideration, the receipt and sufficiency of such being hereby acknowledged by the parties hereto, it is hereby mutually covenanted and agreed as follows:

1. Recitals

The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

HOA hereby engages the **COUNTY** and the **SHERIFF** as independent contractors to provide the traffic control and enforcement services set forth herein. The **COUNTY** and the **SHERIFF** in turn hereby accept such engagement and duties upon the terms and conditions hereof.

a. **Area of Traffic Control and Enforcement.** The **COUNTY** shall assume traffic control jurisdiction of the Roads as described herein pursuant to F.S. 316.006 et seq. The **SHERIFF** shall assume traffic enforcement of the same Roads at designated times as specified herein, as provided in F.S. 316.006 et seq.

b. **SHERIFF's Duties.** During the term of this Agreement, the **SHERIFF** shall provide traffic law enforcement services as to the Roads pursuant to the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and all other statutes enforceable by a duly authorized deputy. These services shall consist of the following:

i. A fully-equipped, uniformed deputy sheriff (hereinafter "Deputy") and a fully-equipped patrol automobile shall be provided for at least one (1) period of three (3) hours as often as deemed necessary by the **HOA**. The precise dates, times, and locations of these patrols shall be mutually agreed upon by the **HOA** and the **SHERIFF**. The **HOA** shall have the right to change the times of the patrols during the course of this Agreement subject to the availability of **SHERIFF**'s personnel and equipment.

ii. Issuing warnings and citations and taking other law enforcement action as may be necessary and appropriate for any violations of the applicable laws.

iii. Upon request, **SHERIFF** shall provide a monthly report to the **HOA** summarizing the activities of the Deputy for the immediately preceding month and containing any suggestions as to future action to be taken in order to accomplish the intent of this Agreement.

iv. The **SHERIFF** hereby waives in writing, pursuant to F.S. 316.006(3)(b)(2), any requirement that this Agreement not be in effect before October 1 of the current year.

c. **The COUNTY'S Duties.** During the term of this Agreement, the **COUNTY** shall exercise traffic control jurisdiction, pursuant to F.S. 316.006 et seq., as to the Roads. These services shall consist of the following:

i. Inspection of the current traffic control devices in place on the Roads to make sure they comply with the approved signing and marking plan as referenced below, at the commencement of this Agreement and prior to any renewals.

ii. Making any changes to existing traffic control devices as may be deemed necessary and appropriate by the **COUNTY** in its sole discretion, or as required by law. No changes are to be made by **HOA**.

d. **HOA's Duties**

i. During the term of this Agreement, the **HOA** shall provide access to the Roads to the Deputy and to work crews of the **COUNTY** Public Works Department. The **HOA** shall render reasonable and necessary cooperation in order to allow the **SHERIFF** and the **COUNTY** to perform the duties specified hereunder, including the preparation of any general written directions as to the **HOA's** traffic concerns, and the designation of dates, times, and locations for the Deputy's patrols.

ii. The **HOA**, at the initial inception of this Agreement, shall engage a professional engineer to develop a plan for signage and striping, if such was not done during site plan approval or if such plan is not available. A new site plan is required to be submitted prior to any changes to the existing signage and striping plan. The site plan must be submitted to the Pinellas County Public Works Department, located at 22211 U.S. Highway 19 North, Clearwater, FL 33756; Telephone Number: (727) 464-8900 (available twenty-four (24) hours a day).

iii. The **HOA** shall report promptly when any sign is damaged or destroyed, with confirmation in writing being mailed within twenty-four (24) hours. Notices should be directed to the Pinellas County Public Works Department, located at 22211 U.S. Highway 19 North, Clearwater, FL 33756; Telephone Number: (727) 464-8900 (available twenty-four (24) hours a day).

3. **Term of Agreement.**

The term of this Agreement shall commence upon signature by all Parties and shall cease and terminate on September 30, 2027. Parties reserve the right to renew this agreement for up to one (1) additional two-year term, which shall be mutually agreed upon in writing by the Parties.

4. Compensation

a. As to **SHERIFF** services:

It is specifically understood and agreed that the **SHERIFF**'s sole and exclusive compensation for the **SHERIFF**'s various services and duties carried out hereunder shall be calculated in accordance with the then-prevailing rates promulgated by the **SHERIFF** for such services, which rates may be changed from time to time, on thirty (30) days written notice thereof to the **HOA**, and which rates are intended to reimburse the **SHERIFF** for the actual costs of providing such traffic law enforcement services. Such compensation for the immediately preceding calendar month shall be due and payable by **HOA** to the **SHERIFF** no later than the 15th day of the following month.

b. As to the **COUNTY** services:

HOA shall make prompt payments to the Pinellas County Board of County Commissioners for the traffic control services provided by the **COUNTY**. It is specifically understood and agreed that the **COUNTY**'s sole and exclusive compensation for the **COUNTY**'s various services and duties carried out hereunder shall be calculated in accordance with the then-prevailing rates promulgated by the **COUNTY** for such services. Said rates may be changed from time to time, on thirty (30) days notice thereof, to the **HOA**. These rates are intended to reimburse the **COUNTY** for the actual costs of providing such traffic control services, only including inventory generally held by the Pinellas County Public Works Department. Such inventory does not include esthetic signage and marking. The **HOA** must provide any esthetic type devices that are not generally held by the Pinellas County Public Works Department. Such compensation shall

be due and payable by the **HOA** to the **COUNTY** within thirty (30) days of receipt of invoice.

5. Status of SHERIFF and the COUNTY

It is specifically understood and agreed that the relationship between the **HOA**, on the one hand, and the **SHERIFF** and the **COUNTY**, on the other hand, is solely and exclusively that of owner and independent contractors; it being specifically understood and agreed that no party shall have any authority to act for, bind, or subject the other to any liability.

6. Assignment / Subcontracting

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

7. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**.

8. Termination.

a. Termination with Cause. If any party fails, neglects, refuses, or is unable at any time to observe, perform, or fulfill any of the terms or conditions of this Agreement, then any other

party may give written notice to the non-performing party requiring the non-performing party to remedy such breach; and, if at the expiration of ten (10) days from such notice, the non-performing party fails, neglects, refuses, or is unable to remedy such breach, then the party which gives the written notice may, by further written notice to the non-performing party, terminate this Agreement in its entirety. The **COUNTY** and the **SHERIFF** shall then be entitled only to compensation earned up to the date of termination as provided for herein, such to be the **COUNTY's** and the **SHERIFF's** sole and exclusive remedy and such to constitute full settlement of any claim it might have against the **HOA**; and thereupon this Agreement shall be deemed null and void with all parties hereto discharged from any further rights or duties hereunder, except as may be otherwise specifically preserved herein.

b. Termination Without Cause. Without cause, any party may terminate this Agreement in its entirety anytime during the effective term of this Agreement upon thirty (30) days written notice to the other parties. The **COUNTY** and the **SHERIFF** shall then be entitled only to compensation earned up to the date of termination as provided for herein, such to be the **COUNTY's** and the **SHERIFF's** sole and exclusive remedy and to constitute full settlement of any claim it might have against the **HOA**; and thereupon this Agreement shall be deemed null and void with all parties hereto discharged from any further rights or duties hereunder, except as may be otherwise specifically preserved herein.

9. Indemnification.

Notwithstanding any other provisions in this Agreement to the contrary, the **HOA** hereby agrees to protect, indemnify, and hold the **COUNTY** harmless of, from, and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses, including reasonable attorney's fees and appellate attorney's fees imposed upon, incurred by, or asserted

against the **COUNTY** incident to the discharge of their duties and the performance of their services hereunder and during the term of this Agreement, provided such liability is not caused by any act or acts of gross negligence by the **COUNTY** or intentional acts of employees of the **COUNTY** involving bad faith, malicious purpose, or wanton and willful disregard for human rights, safety, or property.

It is specifically understood and agreed that the **HOA's** indemnification duty hereunder includes liability claims brought because of the **COUNTY's** alleged negligence in exercising traffic control jurisdiction for the **HOA**, including but not limited to the inspection of, placement, and maintenance of traffic control devices on the Roads.

In case any claim, action, suit, or proceeding is brought against the **COUNTY** by reason of such occurrence, the **HOA**, upon request, will, at the **HOA's** expense, resist and defend such claim, action, suit, or proceeding, or cause the same to be resisted and defended by counsel designated by the **HOA** and reasonably acceptable to the **COUNTY**. The obligations of the **HOA** under this Paragraph shall survive the termination of this Agreement.

10. Insurance.

The **HOA** shall provide insurance coverage, specifically naming the **COUNTY** as additional insured for purposes of this Agreement, and which insurance coverage shall be reasonably acceptable to the **COUNTY**, for part of or all of the **HOA's** indemnification duties hereunder. If so elected, the **HOA** shall submit its proposed insurance coverage to the **COUNTY** for its review and possible acceptance, which acceptance shall not be unreasonably withheld, delayed, or conditioned. Even if insurance coverage is provided by the **HOA** for part of or all of the **HOA's** indemnification duties hereunder, said indemnification duties shall still remain in force as set forth in Paragraph 9 of this Agreement.

HOA shall procure, pay for, and maintain at least the following insurance coverages and limits during the term of this Agreement. A copy of the Certificate of Insurance shall be submitted to the **COUNTY's** Department of Risk Management at 400 South Ft. Harrison Avenue, Clearwater, FL 33756.

- a. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Product/Completed Operations and Personal Injury with limits of liability for personal injury and/or bodily injury, including death, of not less than \$3,000,000 each occurrence; and property damage of not less than \$3,000,000 each occurrence (Combined Single Limits of not less than \$3,000,000 each occurrence will be acceptable unless otherwise stated).
- b. Insurance policy shall include the following conditions by endorsement to the policy:
 - i. Policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any adverse material change in coverages or limits, a notice thereof shall be given to Pinellas County's Department of Risk Management by USPS mail. The **HOA** shall also notify Pinellas County Department of Risk Management, in a like manner, within twenty-four (24) hours after receipt, of any notice of expiration, cancellation, non-renewal, or material change in coverage received by the **HOA** from its insurer; and nothing contained herein shall absolve the **HOA** of this requirement to provide notice.
 - ii. Companies issuing the insurance policy shall have no recourse against the **COUNTY** for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the **HOA**.

iii. The term the **COUNTY** shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the **COUNTY** and individual members or employees thereof in their official capacities, and/or while acting on behalf of the **COUNTY**.

iv. The **COUNTY** shall be endorsed to the required policy as additional insured, and a copy of the additional insured endorsement shall be provided with a certificate of insurance.

v. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the **COUNTY**, to any such future coverage, or to the **COUNTY's** Self-Insured Retentions of whatever nature.

c. The **HOA** hereby waives subrogation rights for loss or damage against the **COUNTY** and insurance coverage shall include a waiver of subrogation clause or endorsement

11. PUBLIC RECORDS.

The **HOA** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **COUNTY** and the **SHERIFF** agree that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the following:

- a. Keep and maintain public records required by the **COUNTY** to perform the service.
- b. Upon request from the **COUNTY's** custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the parties does not transfer the records to the **COUNTY**.

d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the parties or keep and maintain public records required by the **COUNTY** to perform the service. If the contractor transfers all public records to the **COUNTY** upon completion of the contract, the **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the parties keep and maintain public records upon completion of the contract, the parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **COUNTY**, upon request from the **COUNTY's** public agency's custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Liaison
440 Court St., 2nd Floor**

Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

12. E-VERIFY:

In accordance with Florida Statute §448.095, if this contract is to provide labor, supplies or services, you agree:

- (a) You have registered and you use the E-Verify system to verify the work authorization status of all newly hired employees;
- (b) If a subcontractor provides labor, supplies or services for this contract, you will obtain and maintain the required affidavit(s);
- (c) A contract terminated pursuant to this section is not a breach of contract and shall not be considered as such; and
- (d) You shall be liable for any additional costs incurred by the Sheriff as a result of a termination pursuant to this section.

NOTICE

All notices and other communications referred to and required herein must either be given by US Postal Service mail or Email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via Email shall be the date of receipt, provided such receipt has been confirmed by the recipient. Each party must advise the other parties of any status change concerning this Notice section.

HOA:

Aaron J. Silberman
Silberman Law Firm
1105 W. Swann Ave
Tampa, FL 33606

with a copy to:

Jaime Soderland

Management and Associates
720 Brooker Creek Blvd., Suite 206
Oldsmar, FL. 34677

PINELLAS COUNTY:

Abigail Stanton
Human Services
440 Court Street, 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org

with copies to:

Pinellas County Attorney
315 Court Street, 6th Floor
Clearwater, FL 33756

Public Works
22211 U.S. Highway 19 North
Clearwater, FL 33756

SHERIFF:

Sgt. Jon B. Dobson, Jr.
Special Operations Division
Pinellas County Sheriff's Office
10750 Ulmerton Road
Largo, FL 33778
jdobsonjr@pcsonet.com

with a copy to:

Pinellas County Sheriff's Office
General Counsel
P.O. Drawer 2500
Largo, FL 33779

13. Governing Law.

The laws of the State of Florida shall govern this Agreement.

14. Conformity to the Law.

The HOA shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

15. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on
the day and year written below.

**EAST LAKE WOODLANDS COMMUNITY
ASSOCIATION, INC.**

By: 
President

Date: 10/4/2022

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, acting
by and through its Director of Administrative
Services

By: Joe Lauro Dir Admin Svs
Joe Lauro
Director of Administrative Services

Date: 12-8-2022

BOB GUALTIERI, Sheriff of
Pinellas County, Florida

By: 
Sheriff

Date: 11/9/22