

**TRAFFIC ENFORCEMENT AGREEMENT WITH
EVERLY AT WELLEN PARK HOMEOWNERS ASSOCIATION, INC.**

This Traffic Enforcement Agreement ("Agreement") is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), and Everly at Wellen Park Homeowners Association, Inc., a Florida Not for Profit Corporation ("Community").

RECITALS

WHEREAS, the City provides law enforcement through the North Port Police Department; and

WHEREAS, the Community is located within the boundaries of the City; and

WHEREAS, Florida Statutes Section 316.006(2)(b) authorizes the City to exercise jurisdiction over any private road or any road controlled or owned by a special district within the City's boundaries by a written agreement; and

WHEREAS, Florida Statutes Section 316.008(2) empowers the City to enforce the State Uniform Traffic Control provisions in the City; and

WHEREAS, the City and the Community, in the interest of the public health, safety, and welfare, desire to establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the roads owned and controlled by the Community; and

NOW THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City will provide State Uniform Traffic Control enforcement over the roads under the ownership and control of the Community.

2. TERM AND TERMINATION

A. Term. Commencing on the date the last party approves or executes this Agreement, as applicable ("Effective Date"), the term of the Agreement will be for one (1) year ("Initial Term"). After the Initial Term, unless otherwise terminated, this Agreement will automatically renew for additional one-year terms as of the anniversary of the Effective Date.

B. Termination. This Agreement may be terminated by:

1. The Community or the City Manager at any time, with or without cause, and without penalty or premium, upon (30) days written notice;
2. The City Manager, immediately upon written notice to the Community, in the event the Community violates any of term, covenant, or provision of this Agreement; or

3. The City Manager, immediately upon written notice to the Community, but only if the Community has failed to maintain the signage required in this Agreement and has failed to cure that failure after thirty (30) days written notice.

3. TRAFFIC ENFORCEMENT SERVICES ON COMMUNITY ROADS

- A. The City will exercise jurisdiction over municipal traffic control and enforce the State Uniform Traffic Control provisions in Florida Statutes Chapter 316, as well as applicable provisions of Florida Statutes Chapters 318, 320, and 322, over the following roads under the ownership and control of the Community (hereinafter "Community Roads"):
 1. Blissby Street;
 2. Glistening Court;
 3. Gleaming Terrace;
 4. Brightly Drive;
 5. Waterworks Terrace; and
 6. Starlet Path.
- B. The City's Chief of Police or designee will have the sole authority to determine the operational procedures to be employed in the implementation of police services provided for in this Agreement. It will not be deemed to be a violation of this Agreement if the City is unable to provide police or law enforcement services pursuant to this Agreement due to emergency or other extenuating circumstances. The determination of emergency or extenuating circumstances will be in the sole discretion of the Chief of Police or designee.
- C. The City currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the Community. The City will be solely responsible for the means and methods of enforcement of the State Uniform Traffic Control laws, including but not limited to the scheduling of special detail patrols and the use of radar or other methods of enforcement. The City in its sole discretion will have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Routine patrols will continue at the same rate and frequency unless the City determines otherwise and will include traffic enforcement along with criminal law enforcement.

4. TRAFFIC SIGNAGE INSTALLATION AND MAINTENANCE

- A. Representations and Warranties.
 1. The Community represents and warrants that it has provided the City with a traffic control plan certified by a registered professional engineer for street/traffic signage installations.
 2. The Community represents and warrants that it has acquired and installed, at its cost, all required street and traffic signage on the Community Roads ("Required Signage").
 3. The Community represents and warrants that it has complied with all City standards for installing the Required Signage.

B. Maintenance.

1. Maintenance. The Community will maintain and operate the Required Signage at its sole cost and in accordance with industry practices and standards. The Community will record all maintenance activities relative to the Required Signage on a log sheet and will furnish copies of the log to the Chief of Police or designee: (i) at least once annually; and (ii) anytime, within thirty (30) days of the City's request.
2. Repairs and Replacement. The Community has the sole and exclusive obligation to replace lost, stolen, or damaged traffic signage with the appropriate replacement traffic signage.
3. Modifications. The parties understand and agree that signage must be effective to properly handle and direct traffic, and to accommodate the changing needs of traffic. The Community may make necessary modifications and replacements as determined and certified by a registered professional engineer. Documentation must be provided to the Chief of Police or designee.

5. COMPENSATION

- A. Traffic enforcement performed by the City during routine patrol within the Community will be at no cost to the Community.
- B. If the Community desires special detail traffic enforcement services, it must make a request for special detail traffic enforcement services through the North Port Police Department's Special Detail Coordinator. If special detail traffic enforcement services are requested and provided, the City will have the right to charge the Community for all costs resulting to the City from the provision of special detail traffic enforcement services over the Community Roads. The rate for special detail traffic enforcement will be the rate adopted in the City Fee Structure, located at Appendix A to the Code of the City of North Port, Florida, which may be amended from time to time.
- C. The Community agrees to reimburse the City for all actual costs, if any, resulting to the City from emergency signage requirements, or other City costs related to the Community Roads.

6. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE COMMUNITY ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE COMMUNITY, OR CONSULTANT'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE COMMUNITY IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE COMMUNITY MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE COMMUNITY IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. NOTICES

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For the City:

City of North Port, Florida
Attn: City Manager
4970 City Hall Boulevard
North Port, Florida 34286

With Notices and Demands Sent To:

City of North Port, Florida
Attn: City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286

With Copy Sent to:

North Port Police Department
Attn: Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286

and

For the Community:

Troon Management
Attn: Brad Compton
5540 State Road 64 East, Suite 220
Bradenton, FL. 34028

With Notices and Demands Sent to:

Troon Management
Attn: Brad Compton
5540 State Road 64 East, Suite 220
Bradenton, FL. 34028

8. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein will be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties will be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant will not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. Except the annual actual cost adjustment set forth in Section 6(C) of this Agreement, no amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.
- I. Assignment. No party to this Agreement will assign this Agreement or any right or responsibility unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Community will not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristics.

IN WITNESS WHEREOF, the parties have executed this Traffic Enforcement Agreement as follows.

(This space intentionally left blank; signature pages follow)

EVERLY AT WELLEN PARK HOMEOWNERS
ASSOCIATION, INC.


STEVE LEWIS
PRESIDENT

SWORN ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 3rd day of March, 2025, by Steve Lewis, as President for Everly at
Wellen Park Homeowners Association, Inc.


Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____



MARIA COPPINGER
Notary Public
State of Florida
Comm# HH587775
Expires 8/28/2028

Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY