

**TRAFFIC ENFORCEMENT AGREEMENT WITH THE WEST VILLAGES IMPROVEMENT DISTRICT**

**THIS TRAFFIC ENFORCEMENT AGREEMENT** ("Agreement") is made and entered into by and between the City Of North Port, Florida, a Florida municipal corporation ("CITY"), and the West Villages Improvement District ("DISTRICT").

WITNESSETH:

**WHEREAS**, the CITY operates its own Police Department as a City department; and

**WHEREAS**, the DISTRICT is located partially within the boundaries of the CITY; and

**WHEREAS**, the CITY may exercise jurisdiction over any private road or roads, or any road(s) controlled or owned by a special district, located within the CITY's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

**WHEREAS**, the CITY is empowered to enforce the State Uniform Traffic Control provisions in the City under Section 316.008(2), Florida Statutes; and

**WHEREAS**, the CITY and the DISTRICT, 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 DISTRICT.

**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 DISTRICT.
2. **TERM.** The term of this Agreement will run for one year from the date the last party signs it ("Effective Date"), and unless otherwise terminated as provided herein, this Agreement will automatically renew annually for additional one-year terms on the anniversary of the Effective Date.
3. **TRAFFIC ENFORCEMENT SERVICES ON DISTRICT ROADS.**
  - A. The CITY shall exercise its jurisdiction over municipal traffic control and enforce the State Uniform Traffic Control provisions over the following roads under the ownership and control of the DISTRICT (hereinafter "DISTRICT Roads"):
    1. North West Villages Parkway;
    2. South West Villages Parkway;
    3. Preto Boulevard;
    4. Playmore Road;

5. Merlot Avenue;
  6. Mezzo Drive; and
  7. Manasota Beach Road.
- B. Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes.
- C. The CITY's Chief of Police or designee shall have the sole authority to determine the operational procedures to be employed in the implementation of police services provided for in this Agreement. It shall 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 shall be in the sole discretion of the Chief of Police or designee.
- D. The CITY currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the DISTRICT. The CITY shall 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 shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Agreement, routine patrols shall continue at the same rate and frequency unless the CITY determines otherwise and shall include traffic enforcement along with criminal law enforcement.

#### **4. TRAFFIC SIGNAGE INSTALLATION AND MAINTENANCE.**

- A. Installation.
1. The DISTRICT represents and warrants that it has acquired and installed, at its cost, all required street and traffic signage on the DISTRICT Roads.
  2. The DISTRICT 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.
  3. The DISTRICT represents and warrants that it has complied with all CITY standards for signage installation.
- B. Maintenance. The DISTRICT shall provide for maintenance and operation of the signage at its sole cost. It shall be the DISTRICT's sole and exclusive obligation to replace lost, stolen or damaged traffic signage with replacement traffic signage.
- C. Level of maintenance. The DISTRICT shall maintain the signage in accordance with industry practices and standards. In this regard the DISTRICT shall record all maintenance activities relative to said street/traffic signage on a log sheet and shall routinely furnish copies of said log to the Chief of Police or designee.

- D. Repair, modification and replacement. Modifications (except for normal maintenance activities) by the DISTRICT to the signage or replacement of any of the signage shall be determined and certified by a registered professional engineer.

**5. LEVEL OF SERVICE.**

It is expressly understood and agreed by the Parties that signage must be effective to properly handle and direct traffic. Necessary modifications or replacements determined and certified by a registered professional engineer may be made by the DISTRICT to accommodate the changing needs of traffic.

**6. COMPENSATION.**

- A. The DISTRICT 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 DISTRICT Roads based upon the CITY's special detail rate. Traffic enforcement performed by the CITY during routine patrol within the DISTRICT will be at no cost to the DISTRICT. All non-routine patrol or other traffic enforcement services must be requested as provided in section 7.
- B. If special detail traffic enforcement services are requested in writing by a person authorized by the DISTRICT, the CITY shall have the right to charge the DISTRICT for all actual costs resulting to the CITY from the provision of special detail traffic enforcement services over the DISTRICT Roads. Upon execution of this Agreement the rate for special detail traffic enforcement shall be the rate adopted in the City's Fee Structure.
- C. The fees for provision of traffic enforcement services provided by the CITY shall be adjusted annually effective on October 1 of each successive year of this Agreement to reflect the actual costs for the provision of services contemplated by this Agreement. If the fees are increased, the CITY shall provide forty-five (45) days written notice of the increased rates.

**7. SPECIAL DETAIL TRAFFIC ENFORCEMENT SERVICES.**

If desired, the DISTRICT shall make a request for special detail traffic enforcement services through the North Port Police Department's Special Detail Coordinator using the CITY's authorized form. The costs of special detail traffic enforcement services shall be paid in full by the DISTRICT prior to the CITY providing the service. The DISTRICT's authorized requestor is West Villages Improvement District Operations Manager. The DISTRICT may change the authorized requestor by providing written notice to the CITY.

**8. INDEMNIFICATION.**

- A. The DISTRICT shall at all times hereafter indemnify, hold harmless, and defend the CITY, its officers, agents, servants, volunteers, and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs, and expenses, including attorneys' fees, arising out of, resulting from, or in any way connected with any negligent and wrongful acts or omissions of the DISTRICT, its officers, agents, servants, or employees in the performance of duties and obligations under this Agreement, the services provided by the DISTRICT pursuant to this Agreement, the condition of the DISTRICT Roads including any signage, and the performance of operations under this Agreement.**
- B. Nothing contained in this Agreement shall be construed to be a waiver by the CITY or DISTRICT of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained in this Agreement shall be construed to be a consent by the City to be sued by third parties in any manner arising out of or related to this Agreement.**

**9. TERMINATION.**

This Agreement may be terminated by:

- A. The DISTRICT or the City Manager, in their discretion, at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party;
- B. At the option of the CITY, immediately in the event any of the terms, covenants or provisions of this Agreement have been violated; or
- C. If the DISTRICT fails to maintain the signage required in this Agreement, then upon the CITY's written notice to the DISTRICT, the City Manager, in his discretion, may terminate this Agreement.

**10. ASSIGNMENT.**

No party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

**11. NO AGENCY.**

Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the parties. Neither party has the power or authority to bind the other party in any promise, agreement or representation.

**12. NOTICES.**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

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

WITH NOTICES AND DEMANDS SENT TO:  
City of North Port  
City Attorney's Office  
4970 City Hall Blvd.  
North Port, FL 34286

FOR DISTRICT:  
West Villages Improvement District  
C/O Special District Services  
2501 Burns Road Suite A  
Palm Beach Gardens FL. 33410

and

Todd Wodraska & William Crosley, Registered Agents  
2501 Burns Road Suite A  
Palm Beach Gardens FL 33410.

Either party may change by written notice as provided herein, the address or person for receipt of notices.

**13. PUBLIC RECORDS LAW.**

The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the CITY and the DISTRICT are required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Traffic Enforcement Agreement and that Chapter 119 controls over the terms of this Agreement.

**14. MISCELLANEOUS.**

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any 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 shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

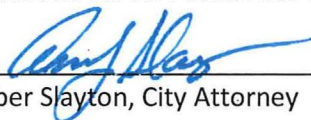
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- D. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- E. 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.
- F. 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.
- G. 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.
- H. 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 District shall 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 characteristic.

**IN WITNESS WHEREOF**, the parties have executed this Traffic Enforcement Agreement on the dates indicated below.

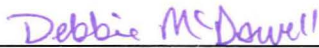
ATTEST

By:   
 Heather Taylor, CMC, Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

By:   
 Amber Slayton, City Attorney

**CITY OF NORTH PORT, FLORIDA**

By:   
 Debbie McDowell, Mayor

Date: 2/26/2020

WEST VILLAGES IMPROVEMENT DISTRICT

Attest: MSmith  
MIKE SMITH

By: [Signature]  
Name: JOHN E. LUCZYNSKI  
Title: Chairman  
Date: MAR. 26, 20