

Private Streets Traffic Enforcement Agreement

THIS PRIVATE STREETS TRAFFIC ENFORCEMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 202█ by and between the **CITY OF BELLE ISLE**, a Florida municipal corporation (hereinafter the “City”), and _____ **HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, organized under the laws of the State of Florida (hereinafter the “Association”).

WHEREAS, the Association represents and warrants that it is the title owner of certain private roads or limited access roads lying within the Conway Isles subdivision, which are more particularly described as _____, **according to the plat thereof recorded at Plat Book ____, Page ____, Public Records of Orange County, Florida and _____** (hereinafter the “Private Roads”); and

WHEREAS, the Association desires the City’s Police Department to enforce the traffic laws of the State of Florida on such Private Roads; and

WHEREAS, the Association by and through the undersigned corporate official, personally and individually represents that it does have the authority to enter into this Agreement covering the Private Roads and that the board of directors of the Association have duly voted to approve this Agreement and its execution by the undersigned corporate official of the Association; and

WHEREAS, Section 316.006(2)(b), Florida Statutes authorizes the City to enter into agreements such as this Agreement and requires the parties to enter into a written agreement for municipal traffic control jurisdiction over the Private Roads; and

NOW, THEREFORE, in consideration of the premises and receipt of ten dollars (\$10.00) and other valuable consideration, in hand paid, the parties hereto being first duly authorized and fully informed of the intentions herein expressed, do hereby affix their signatures and expressly state and agree the City’s Police Department shall exercise municipal traffic control jurisdiction over the Private Roads of the Association.

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** City agrees to exercise jurisdiction over enforcement of the traffic laws upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes*, and subject to the terms and conditions of this Agreement and subsequent agreement that the City and Association may enter into concerning compensation for law enforcement patrols and traffic enforcement within the Conway Isles subdivision. The City’s exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by City over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The frequency and manner of traffic enforcement over the Private Roads pursuant to this Agreement shall be solely at the discretion of the City’s Police Department. All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation

of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes; the Association shall not receive any portion of such fines, costs, and penalties.

3. **Labor Compensation Agreement.** This Agreement is not intended to address the compensation, scheduling and time commitments by the City's Police Department for traffic enforcement and patrols within the Conway Isles subdivision. The Association understands that this Agreement does not obligate the City or its Police Department to patrol the Private Roads or Conway Isles subdivision. If the Association would like specific time commitments for law enforcement patrols and traffic enforcement within the Conway Isles subdivision, it will need to negotiate and execute a separate agreement with the City in order to compensate the City for the City's Police Department's labor and equipment involved. Any such agreement will be subject to the availability of law enforcement officers and other commitments upon the City's Police Department.

4. **Signage.** The Association shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate FDOT approved signage. Further, the Association shall be responsible for posting and maintaining stop signs and other traffic signage along said Private Roads in accordance with applicable laws, specifications, rules and regulations.

5. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City or the City's Police Department or its officers than that which the City or the City's Police Department or its officers would ordinarily be subjected to when providing its normal police services. This Agreement does not impose any additional duty to the Association or its members upon the City and the City's Police Department. Nothing herein shall constitute or be deemed a waiver of the City's sovereign immunity or of any other privilege, protection, defense, or immunity afforded to the City or its employees, officials, officers and agents under the law.

6. **Indemnification.** To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the City and the City's Police Department and its employees and officers harmless from any loss, cost, claim, damage or expense, including attorneys' fees and litigation expenses (at all trial and appellate levels and with lawyers selected by the City), for any action, claim, penalty, or judgment arising out of, related to, or stemming from, either directly or indirectly, (i) this Agreement, (ii) the City's enforcement of traffic laws on the Private Roads, (iii) the Association's operation, maintenance, repair and reconstruction of the Private Roads, drainage systems, signage or any other private subdivision improvements, or (iv) from any combination of the foregoing. The Association shall be responsible for obtaining and maintaining general liability insurance coverage for the Private Roads and Association's other properties during the term of this Agreement in commercially reasonable limits. This provision shall survive termination of this Agreement.

7. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the City to operate, maintain, replace and repair the Private Roads, as such is the responsibility and obligation of the Association and its members.

8. **Term.** The term of this Agreement shall run from the Effective Date and end on _____, and this Agreement shall thereafter automatically continue for successive one fiscal year terms (running date to date) unless terminated by any party by thirty (30) days written notice to the other party. Further, this Agreement may be terminated at any time by either party upon written notice of termination to the other party; provided however, if the Association desires to terminate this Agreement, the Association shall give the City at least thirty (30) days prior written notice of termination. This Agreement shall be effective (the "Effective Date") upon the execution of this Agreement by the last of the parties to sign and after the City's City Commission has approved this Agreement.

9. **Notice.** All notices to be given under this Agreement shall be in writing and sent by U.S. Mail or by personal hand delivery to the following addresses:

To City: City of Belle Isle Police Department
Attn: Chief of Police
1521 Nela Avenue
Belle Isle, Florida 32809

To Association: _____ Homeowners Association, Inc.

Either party may change its address for notice purposes upon written notice of such change to the other party.

10. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the City's City Commission.

[Signature Page on Next Page]

IN WITNESS WHEREOF, this Agreement was executed on the day and year above written.

CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

Date: _____

_____ **HOMEOWNERS ASSOCIATION, INC.**

BY: _____, as President/Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2024 by _____, as President/Director of _____ Homeowners Association., Inc., a Florida Not For Profit Corporation.

Signature of Notary

Print Name

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