

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2026 by and between:

CITY OF COOPER CITY, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 9090 S.W. 50th Place Cooper City, Florida 33025, hereinafter referred to as “CITY”;

and

DR. GREGORY TONY, as Sheriff of Broward County, Florida with a business address of 2601 West Broward Boulevard, Fort Lauderdale, FL 33312, hereinafter referred to as “SHERIFF”,

and

_____, a homeowners association with a business address of _____, Cooper City, FL _____ hereinafter called “ASSOCIATION.”

WHEREAS, CITY recognizes that it has the full power and jurisdiction to patrol on private property to enforce all of the laws of the state, county and city, duly enacted, excluding those of traffic control and enforcement; and

WHEREAS, ASSOCIATION specifically recognizes the above; and

WHEREAS, the SHERIFF serves as the CITY’s law enforcement agency pursuant to an agreement between the parties, dated October 1, 2025, as may be amended or renewed from time to time; and

WHEREAS, ASSOCIATION wishes to grant CITY the authority to exercise jurisdiction pursuant to §316.006(2)(b), Florida Statutes to enforce traffic regulations over any private or limited access road or roads or specified private segments of the ASSOCIATION.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable considerations, the parties hereto covenant and agree, each with the other as follows:

1.0 **Ratification.** The foregoing preamble is hereby ratified and confirmed as true and correct and incorporated herein.

2.0 **Recognition of Jurisdiction.** The ASSOCIATION hereby recognizes the jurisdiction of CITY and the SHERIFF over any private or limited access road or roads within the property indicated on the map attached hereto as **Exhibit “A,”** for traffic control purposes.

3.0 The ASSOCIATION shall provide CITY with a Resolution of the ASSOCIATION attached as **Exhibit “B”**, evidencing the ASSOCIATION’s desire for CITY’s services hereunder and authorizing the ASSOCIATION to enter into this Agreement.

4.0 **Exercise of Jurisdiction.** The CITY, through the SHERIFF as its law enforcement agency, hereby agrees to exercise jurisdiction for traffic control purposes over any private or limited access road or roads within the ASSOCIATION.

4.1. The level of service provided by the CITY shall be determined solely by the SHERIFF and shall be based upon the availability of police personnel.

4.2. The SHERIFF shall choose the hours and days of operation, but these choices shall be based upon information from the ASSOCIATION and the observations of the SHERIFF.

4.3. Section 316.006, Florida Statutes, provides CITY the right to charge ASSOCIATION for the actual costs incurred by CITY in providing the services set forth in this Agreement. Notwithstanding that right, CITY has agreed not to charge ASSOCIATION for the services CITY is performing pursuant to this Agreement during the term of this Agreement; provided, that CITY may require payment of such costs in any future Agreements, extensions to the current Agreement, or modifications of the current Agreement made by the parties pursuant to section 12.0 herein.

5.0. **Signs and Markings.** In order to permit CITY and the SHERIFF to perform pursuant to the terms of this Agreement, and to ensure appropriate jurisdictional and enforcement authority:

5.1. All traffic control devices on and along the private or limited access roads within the ASSOCIATION’s property identified in **Exhibit “A”** must conform to the requirements contained in the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways (the “Manual”) and Broward County Traffic Engineering Division Standards (“Standards”). ASSOCIATION may modify the signs within the ASSOCIATION’S property as allowed by Florida Statutes, provided all modifications are installed consistent with the Manual and Standards. The determination as to whether signs or other traffic control devices meet the installation requirements and/or conform to the Manual, Florida Statutes and Broward County Traffic Engineering Division Standards, shall be made solely by CITY.

5.2. In the event ASSOCIATION has installed traffic calming devices on or along the private or limited access roads within the ASSOCIATION’s property, identified in **Exhibit “A,”** such as speed humps and/or speed bumps, ASSOCIATION shall, at its sole expense, cause such devices to conform to Broward County Traffic Engineering Division Standards and Chapter 17, Article IV of the City’s Code of Ordinances, pertaining to traffic calming devices.

5.3. ASSOCIATION shall pay all costs necessary for signage and markings as prescribed by the CITY and/or the SHERIFF, as necessary for traffic control.

6.0. Insurance and Indemnification.

6.1 The ASSOCIATION undertakes and agrees to indemnify and hold harmless the CITY and the SHERIFF from any and against any and all liability or damages the undersigned may suffer as a result of claims, demands, costs of judgments against it arising from the CITY and the SHERIFF's enforcement of traffic regulations within the ASSOCIATION.

6.2 The ASSOCIATION agrees to maintain insurance under its general liability policy for all actions arising out of this Agreement which shall equal \$1,000,000. Proof of insurance shall be attached as **Exhibit "C"** and must be updated annually.

7.0 **Gated Entrances.** In the event access to any portion of the ASSOCIATION's private or limited access roads is through a gate, ASSOCIATION shall take steps to ensure access by means other than gate codes, such as siren activated gates or by bar-coding of vehicles, so as to permit uninhibited access by authorized police vehicles and prevent any delay in access to ASSOCIATION property.

8.0. **Term.** The term of this Agreement shall run until any party notifies the others of its desire to terminate this Agreement in writing. Such notice of termination shall occur upon sixty (60) days' notice by notifying the opposite parties in writing of its intention to do same unless the CITY is notified of the ASSOCIATION'S failure to comply with requirements of Section 5.0 of this Agreement. In the event ASSOCIATION is not in compliance with the requirements in Section 5.0, CITY and SHERIFF shall cease enforcement until ASSOCIATION comes into compliance as directed. If ASSOCIATION fails to comply with CITY's direction as to Section 5.0 compliance within sixty (60) days of such notice, this Agreement shall be deemed terminated without any further action by CITY.

9.0. **General Law Enforcement Jurisdiction.** ASSOCIATION recognizes the authority of CITY and the SHERIFF to patrol on private property, including ASSOCIATION's property, to enforce all laws of the nation, state, county and city other than for traffic control purposes, and same is done by SHERIFF and other appropriate law enforcement agencies pursuant to law, and not through this or any other Agreement.

10.0. **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, with receipt of transmission and if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

To City: Alex Rey, City Manager
City of Cooper City
9090 City Center Way
Cooper City, Florida 33025
Telephone No.: (954) 434-4300
Facsimile No.: (954) 372-4250

with a copy to: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No.: (954) 771-4500
Facsimile No.: (954) 771-4923

To Sheriff: Dr. Gregory Tony, Sheriff
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
Telephone No.: (954) 765-4321

With a copy to: General Counsel's Office
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
Telephone No.: (954) 831-8920

To Association: _____, President

Cooper City, Florida _____
Telephone No.: _____

With a copy to: _____

Telephone No.: _____

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery.

Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11.0. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this

Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.0. **Modification of Agreement.** This Agreement may be modified upon mutual consent of the parties only in writing, and executed with the same dignity herewith.

13.0. **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.0. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.0. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida.

16.0. **Additional Terms upon Modification or New Agreement.** Nothing herein shall preclude the parties from modifying this Agreement during the term of such, or, upon completion of the term, entering into another Agreement, to provide for additional or revised terms.

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HAS BEEN INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, CITY and ASSOCIATION have executed this Agreement by their duly authorized officers, this _____ day of _____, 2026.

CITY OF COOPER CITY

BY: _____
MAYOR JAMES CURRAN

ATTEST:

BY: _____
TEDRA ALLEN, CITY CLERK

APPROVED AS TO FORM:

BY: _____
JACOB G. HOROWITZ, CITY ATTORNEY

SHERIFF OF BROWARD COUNTY

BY: _____
SHERIFF DR. GREGORY TONY

APPROVED AS TO LEGAL FORM:

BY: _____
TERRENCE LYNCH, GENERAL COUNSEL

ASSOCIATION

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)

COUNTY OF BROWARD)

ON THIS ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, as President of _____ Homeowners Association, Inc. personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said ASSOCIATION and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT “A”

**DIAGRAM AND DESCRIPTION OF ASSOCIATION PROPERTY
CONTAINING THE SUBJECT PRIVATE ROADS**

EXHIBIT “B”

**ASSOCIATION’S AUTHORIZATION TO ENTER
INTO THIS AGREEMENT**

EXHIBIT “C”

CERTIFICATE OF INSURANCE