

AGREEMENT FOR TRAFFIC ENFORCEMENT ON PRIVATE ROADS

THIS AGREEMENT made as of this ____ day of _____, 2021, by and between the **CITY OF PORT ST. LUCIE** (hereinafter “City”), a municipal corporation of the State of Florida, and **VERANO PROPERTY OWNER’S ASSOCIATION, INC.** (hereinafter “Owner”).

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the Owner of the private roads;

WHEREAS, the Owner holds legal title to the roads located within the PGA Village Verano West subdivision in the City of Port St. Lucie, Florida; and

WHEREAS, the Owner has requested that the City exercise traffic enforcement jurisdiction over private roads owned by Owner on the terms and conditions set forth herein.

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with its Articles of Incorporation, Bylaws, and other applicable governing documents.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. **Authorization.** The Owner holds legal title to the roads described in Exhibit "A" and its Board of Directors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.
2. **Traffic Enforcement.** Pursuant to Section 316.006(2)(b), Florida Statutes, the City and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit “A” attached hereto and incorporated by this reference to the City. The City of Port St. Lucie’s Police Department (hereinafter “PSLPD”) shall enforce the Florida Uniform Traffic Control Laws on such roads. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the PSLPD. Owner may in no way attempt to influence or otherwise control City relating to the enforcement of traffic laws by the PSLPD on the Owner’s roadways. In regard to any of the roadways identified on Exhibit “A” as being not fully developed and west of Visconti Way and Firenze Way, Owner agrees to send the City a supplemental letter from its Traffic Engineer affirming street signage compliance with federal and state guidelines within 30 days of occupancy of any resident on said street.

3. **Costs.** The City may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by May 1 of each year. Such invoice shall be paid by Owner on or before June 1 of each year.
4. **Insurance.** Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate (“Insurance”), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be listed as an additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees. A copy of the Insurance Certificate is attached hereto as Exhibit “B.” Additionally, should Owner be notified that any Insurance policy be canceled or rescinded, Owner shall immediately notify the City. All insurance shall be maintained during the term of this Agreement, and any extension or renewal thereof, in companies legally qualified to transact business in the State of Florida.
5. **Traffic Control Devices.** Owner has provided to the City an Engineer’s Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner’s traffic control devices/signs conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such certification is attached hereto as Exhibit “C.” Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner’s expense, in order to remedy unsafe or hazardous conditions prior to the PSLPD enforcing any traffic laws under this Agreement.
6. **Indemnification.** Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City’s performance hereunder, including the City’s own negligence. Further, the owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the City’s performance hereunder, except those incidents arising from the willful or wanton acts of the City, its officers, employees, volunteers, representatives and agents. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City under Florida Statute §768.28. This indemnification shall survive the cancellation of this agreement.

7. **Term.** This Agreement shall have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year terms upon written request by Owner to City no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the City Council at a public meeting. City Council may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven (7) calendar days prior to the date of termination.
8. **Entire Agreement.** This Agreement represents the full understanding between the parties in regard to the subject matter of this Agreement. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.
9. **Assignment.** This Agreement shall be binding on the parties hereto and may not be assigned without the written consent of the other party.
10. **Maintenance.** Owner shall continue to be responsible for the maintenance of the roads described in Exhibit A in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.
11. **Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.
12. **Employee Status.** Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.
13. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

City:

City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Required Copy to:

Chief of Police
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Owner:

Verano Property Owner's Association, Inc.
Derek Fenech
Verano POA Board President
17127 SW Ambrose Way
Port St. Lucie, Florida 34986

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

VERANO PROPERTY OWNERS' ASSOCIATION, INC.

By: 
President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned notary public, personally appeared Derek Fenech, to me well known to be the President of Verano POA, Inc., and s/he acknowledged before me that s/he executed the foregoing Agreement for Traffic Enforcement on Private Roads. S/he is: [] personally known to me or [] has produced _____ as identification.


Notary Public
(Typed, Printed or Stamped Name of Notary Public)



[Remainder of page intentionally left blank]

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon Martin, Interim Acting Mayor

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM:

James Stokes, Esquire
City Attorney

EXHIBIT "A"

[Map of areas to be enforced]

EXHIBIT "B"

[Insurance Certificate]

EXHIBIT "C"

[Certification by Florida Licensed Professional Engineer]