

AGREEMENT FOR TRAFFIC ENFORCEMENT ON PRIVATE ROADS

THIS AGREEMENT made as of this 7 day of December, 2023, by and between the **CITY OF PORT ST. LUCIE** (hereinafter “City”), a municipal corporation of the State of Florida, and **Tradition Community 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 Tradition Community 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.
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:

**Tradition Community Association, Inc.
Attention: Angela Shepherd, LCAM – Property Manager
10807 SW Tradition Square
Port St. Lucie, Florida 34987**

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.

[Remainder of page intentionally left blank]

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

TRADITION COMMUNITY ASSOCIATION, INC.

By: 
Karl Albertson, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned notary public, personally appeared KARL ALBERTSON, to me well known to be the PRESIDENT of TRADITION COMMUNITY ASSOC 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, Mayor

ATTEST:

Sally Walsh, City Clerk

APPROVED AS TO FORM:

Richard Berrios, Esquire
Interim City Attorney

EXHIBIT "A"

[Map of areas to be enforced]



SHEET: T02-1
 11/11/2011
 MFP PROJECT NO:
 250-001

SCALE: NOT TO SCALE
 APPROVED: SSM
 DRAWN BY:
 CHECKED: SSM
 DATE: 11/11/2011
 FIELD BOOK NO.:

**TRADITION
 COMMUNITY ASSOCIATION**
 TRAFFIC CONTROL DEVICE SURVEY
 PORT ST. LUCIE, FLORIDA

NO.	REVISION:	BY:	DATE:

MacKenzie
 Engineering & Planning, Inc.

MACKENZIE ENGINEERING
 & PLANNING, INC.
 115 S. STATE AVE.
 PORT ST. LUCIE,
 FLORIDA 34950
 772-336-8000
 3352013

EXHIBIT "B"

[Insurance Certificate]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tequesta Insurance Advisors, a Marsh & McLennan Agency LLC Company 218 South Hwy 1, Suite 300 Jupiter FL 33469	CONTACT NAME: Jennifer Rubiera PHONE (A/C, No, Ext): 561-746-4546 E-MAIL ADDRESS: Jennifer.Rubiera@Marshmma.com		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Certain Underwriters at Lloyd's</td> <td>55555</td> </tr> <tr> <td>INSURER B : Pennsylvania Manufacturers Indemnity Co</td> <td>41424</td> </tr> <tr> <td>INSURER C : Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER D : Princeton Excess & Surplus Lines Ins Co</td> <td>10786</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Certain Underwriters at Lloyd's	55555	INSURER B : Pennsylvania Manufacturers Indemnity Co	41424	INSURER C : Philadelphia Indemnity Insurance Co.	18058	INSURER D : Princeton Excess & Surplus Lines Ins Co	10786	INSURER E :		INSURER F :
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INSURER F :																
INSURED Tradition Community Association, Inc. c/o Castle Group 10807 SW Tradition Square Port St Lucie FL 34987	TRADICOMMU															

COVERAGES

CERTIFICATE NUMBER: 7089198

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SCGT1011823	2/1/2023	2/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCX1010423 RN70325508	2/1/2023 2/1/2023	2/1/2024 2/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A			2019010950147Y	1/11/2023	1/11/2024	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Directors & Officers Liability			PCAP0325130222	2/1/2023	2/1/2024	Each Occurrence Deductible	1,000,000 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie Police, a municipality of the State of Florida, its officers, employees, and agents 121 SW Post St. Lucie Blvd Post St. Lucie FL 34953	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # 1 Effective 10/23/2023 Forms a part of Policy # SCG1011823
 Issued To: Tradition Community Association, Inc.

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL CHANGES ENDORSEMENT

This policy is amended where indicated by an below.

<input type="checkbox"/> Name of Insured:	The Named Insured is amended as follows:
<input type="checkbox"/> Mailing Address:	The mailing address is amended to read as follows:
<input type="checkbox"/> Deductible:	The deductible is amended to read _____.
<input type="checkbox"/> Retroactive Date:	The Retroactive Date shown on the Declarations is amended to read _____.
<input type="checkbox"/> Effective Date:	The policy effective date is amended to read _____.
<input type="checkbox"/> Expiration Date:	The policy expiration date is amended to read _____.
<input checked="" type="checkbox"/> Forms:	The following form(s) are added to the policy: CG 24 04 05/09 - Waiver of Transfer of Rights In favor of: City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, and agents 121 SW Port St. Lucie Blvd. Port St. Lucie FL 34953 The following form(s) are deleted from the policy: The following form(s) are amended from the policy
<input type="checkbox"/> Locations:	The following location (s) are added to the policy: The following location(s) are deleted from the policy: The following location(s) are amended as follows:
<input type="checkbox"/> Premium:	The annual premium shown on _____ is amended as follows:
<input type="checkbox"/> Other:	
Details Section: (This section describes changes that are applicable to the selections above)	
Total Additional Premium: \$ Total Return Premium: \$ \$ 0.00	

PRODUCER CODE: SCI91613
PRODUCER NAME: AmWINS Group, Inc.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: City of Port St. Lucie Police Department 121 SW Port St. Lucie Blvd. Port St. Lucie FL 34953</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations. The</p>

following is added to Paragraph **8. Transfer Of**

Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

EXHIBIT "C"

[Certification by Florida Licensed Professional Engineer]



Engineering & Planning, Inc.

1172 SW 30th Street, Suite 500 • Palm City • Florida • 34990

(772) 286-8030 • www.mackenzieengineeringinc.com

December 5, 2023

Tradition Community Association Inc
C/O: Angela Shepherd
Castle Group
Office: 772-345-5101
Email: ashepherd@castlegroup.com

Mailing Address:

10807 SW Tradition Square
Port St. Lucie, FL 34987

Re: St. Lucie County Traffic Control Agreement
Traffic Survey Letter

Dear Angela,

MacKenzie Engineering and Planning, Inc. was retained by the Tradition Community Association Inc (community) to determine if the road signs and striping are in accordance with state statutes and Florida Department of Transportation (FDOT) Standards as set forth in the Manual on Uniform Traffic Control Devices (MUTCD). The road segments reviewed are generally located west of Village Parkway and north of Tradition Parkway. We reviewed the following roadway segments:

- SW Academic Way from Waterway Lane to Cam Run
- SW East Park Avenue from Academic Way to Stephanie Way
- SW West Park Avenue from Rowley Way to Stephanie Way
- SW Kelsey Way from SW West Park Avenue to SW East Park Avenue
- SW Sarah Way from SW West Park Avenue to SW East Park Avenue

The community's traffic control devices and striping was evaluated based on the MUTCD. The traffic control devices and striping in the community were evaluated according to Florida Statute 316.006, (3), (B) which enables private residential communities to enter into an agreement with St. Lucie County provided that all traffic control devices comply with state statutes and FDOT Standards as set forth in the MUTCD. Upon extensive review, all of the traffic control devices and pavement markings are compliant with the minimum height, size, type, reflectivity, and offset requirements per MUTCD.

This letter serves as the Engineers Certification of the community's traffic control devices. Therefore, the community would like to request Port St. Lucie Police Department begin patrol on the privately owned roadways within the community. If you have any questions or require further information, please feel free to contact me at kevin@mackenzieengineeringinc.com or 772-286-8030.

250001

December 2023

© MacKenzie Engineering and Planning, Inc.
CA 29013



Digitally signed
by Kevin
Trepanier
Date:

2023.12.05

15:52:35 -05'00'

Kevin Trepanier, P.E.
Florida License No. 94382