

TRAFFIC ENFORCEMENT AGREEMENT

THIS TRAFFIC ENFORCEMENT AGREEMENT, ("Agreement") is made and entered into as of the 25th day of March, 2010 by and between **Spring Lake of Clearwater Homeowner's Association, Inc.** whose mailing address is 1855 Springbush Lane, Clearwater, FL 33763 (hereinafter referred to as the "Association"), and the **City of Clearwater**, a Florida municipal corporation, whose mailing address is P.O. Box 4748, Clearwater, Florida 33758-4748 (herein referred to as the "City").

WHEREAS, the Association owns and/or controls those private roads within the Spring Lake subdivision, which is located in Pinellas County, Florida, and within the corporate limits of the City of Clearwater, Florida (herein referred to as the "Private Roads"); and

WHEREAS, Florida Statutes §316.006(2)(b) (2009) authorizes the City, subject to certain provisions, to enter into an agreement with the Association whereby the Association grants unto the City traffic control jurisdiction over the Private Roads within the subdivision controlled by the Association; and

WHEREAS, Florida Statutes §316.640(3) (2009) authorizes the City to require that the City police department enforce the traffic laws of the State of Florida on any private roads pursuant to a written agreement under Florida Statute §316.006(2)(b) (2009); and

WHEREAS, the Association and the City desire to have the Association grant unto the City traffic control jurisdiction over the Private Roads as authorized by Florida Statutes §316.006(2)(b) (2009) so that the City may enforce the traffic laws of the State of Florida on the Private Roads; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Traffic Control Jurisdiction. The parties agree that the City shall have traffic control jurisdiction over the Private Roads and that police officers, traffic crash investigation officers, and traffic enforcement officers of the City Police Department are authorized to enter upon the Private Roads for the purpose of exercising this jurisdiction. Such jurisdiction shall give to the City the authority to enforce the Florida Uniform Traffic Control Laws on the Private Roads. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by the City under law, and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority.

2. Traffic Enforcement. The City hereby agrees that the City police department will enforce the Florida Uniform Traffic Control Laws on the Private Roads; however, 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 City police department.

3. Traffic Control Signs. All traffic control signs within the subdivision shall be uniform traffic control signs conforming 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 Association at its sole cost. 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.

4. Indemnification. The Association hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees, both at trial and at appellate levels, arising out of or alleged to have arisen out of the City's entering into this Agreement. Nothing herein shall be construed to include within the foregoing indemnity any liability on the part of the Association for Claims arising out of acts of negligence by the City. The City shall use its best efforts to promptly notify the Association in writing of any Claims based on this Agreement and shall provide the Association with information regarding the Claims based on this Agreement as the Association may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Association under this Section. No Claims whatsoever shall be made or asserted against the City by the Association for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement except for claims related to gross negligence or willful misconduct by the City. 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. The Association's duties of indemnification as provided herein shall be limited to the extent of coverage under the liability insurance required to be carried by the Association pursuant to paragraph 5 below.

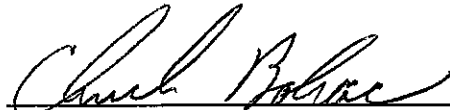
5. Insurance. The Association shall provide liability insurance to cover the indemnification in the amount of \$1,000,000 and name the City as an additional insured.

6. Compensation. Traffic enforcement shall be performed by the City police department during routine patrol at no charge. If the Association requests a special traffic-enforcement detail, then the City police department shall have the right to collect from the Association the prevailing rate that the City police department charges for extra-duty assignments.

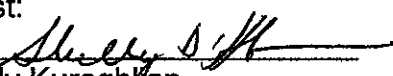
7. Term. This agreement shall take effect upon execution and approval by the City of Clearwater City Council and the Association and shall continue in full force and effect until cancelled by either party.

8. Termination. Either party may cancel its participation in this agreement upon delivery of 30 days written notice to the other party.

SPRING LAKE OF CLEARWATER HOMEOWNERS' ASSOCIATION, INC.

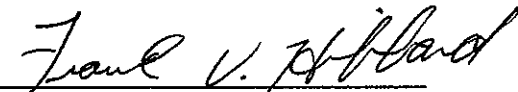


Chuck Bohac
President

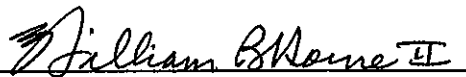
Attest:


Shelly Kuroghlan
Secretary


CITY OF CLEARWATER, FLORIDA



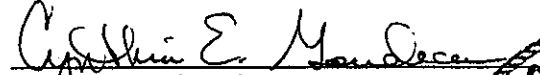
Frank V. Hibbard
Mayor

By: 

William B. Horne, II
City Manager

Approved as to form:


Robert J. Surette
Assistant City Attorney

Attest:


Cynthia E. Goudeau
City Clerk

