

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/28/2004

Contract/Lease Control #: C05-1129-SHI-2

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: SHERIFF'S DEPARTMENT

Lessor:

Effective Date: 10/19/2004 \$25,000

Term: INDEFINITE

Description of Contract/Lease: LAW ENFORCEMENT SOUTHWIND PROPERTIES

Department Manager: SHERIFF'S DEPARTMENT

Department Monitor: C. MORRIS

Monitor's Telephone #: 651-7410

Monitor's FAX #:

Date Closed:

AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This Agreement for enforcement of the traffic control laws of the state on private roads located in the gated community of Southwind is entered into by and between Okaloosa County, Florida, (hereinafter "County"), a charter county and political subdivision of the State of Florida and Southwind Property Owners Association Inc., (hereinafter "Owner"), a Florida corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as Southwind (hereinafter "Private Roads"), more specifically described in **Exhibit "A,"** which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those owned by the Owner; and

WHEREAS, Florida Statute 316.006(3)(b) provides that a county and sheriff may exercise traffic control jurisdiction over any private road or roads if the county and the party owning such road or roads provide for traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute 316.006(3)(b)(2) further provides that before entering into an agreement for traffic control jurisdiction over private roads, the governing board of the county shall consult with the sheriff; and

WHEREAS, the Owner wants the County and Sheriff to exercise traffic control jurisdiction upon the Private Roads of said Owner; and

WHEREAS, pursuant to consultations between the parties and the Sheriff of Okaloosa County, Florida (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic control jurisdiction upon the Private Roads; and

WHEREAS, pursuant to Florida Statute 30.2905, the Sheriff operates an off-duty employment program; and

WHEREAS, Florida Statute 316.006(3)(b)(2) provides, *inter alia*, that no such agreement shall take effect prior to October 1 unless that requirement is waived in writing by the Sheriff of the county; and

WHEREAS, the Sheriff has waived this provision as evidenced by **Exhibit "C."**

CONTRACT: LAW ENFORCEMENT
SOUTHWIND PROPERTIES
CONTRACT NO.: C05-1129-SHI-2
OKALOOSA COUNTY SHERIFF DEPT
EXPIRES: INDEFINITE

NOW, **THEREFORE**, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:

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

2. **Jurisdiction.** County agrees to exercise jurisdiction over enforcement of the traffic control laws upon the Private Roads pursuant to the terms and conditions expressed in Florida Statute 316.006(3)(b) and subject to the terms and conditions specified in **Exhibit "B."**

3. **Signage.** The Owner shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate DOT approved signage along said roads.

4. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by the County over the Private Roads, and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate specified by the Sheriff, and in the manner specified in Exhibit "B" of this Agreement, which exhibit is incorporated herein by reference.

6. **County to Retain Revenues.** 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.

7. **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 County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. **Indemnification.** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Sheriff harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance and shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall: (a) name the County and Sheriff as additional insured as it relates to activities other than law enforcement activities or deputy sheriff duties conducted pursuant to this contract; and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

9. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of Southwind shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties; provided, however, payments are made by the Owner in accordance with Paragraph 5 and Exhibit "B" hereof. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **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 Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County: Okaloosa County Manager- Chris Holley
1804 Lewis Turner Blvd.
Ft. Walton Beach, Fl. 32547
850-651-7515

Okaloosa County Attorney- John Dowd
P.O. Box 404
Shalimar, Fl. 32579
850-651-1679


As to Sheriff: Okaloosa County Sheriffs Office- Charlie Morris
1250 N. Eglin Parkway
Shalimar, Fl. 32579
850-651-7410

As to the Owner: Southwind Property Owners Assn., Inc.
P.O. Box 5185
Niceville, Fl. 32578
850-897-5660

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for Magnolia Plantation Property Owners Association, Inc., on the dates indicated below.

Dated this 19th of October, 2004

Witness:

Samy J. Stanford 
Teresa Ward

By: Theresa Turner 
Okaloosa County

By: EXHIBIT "C"
Okaloosa County Sheriff Dept.

Edna M. Keefe

By: Jan A. Fairwater
Magnolia Plantation Property
Owners Assn., Inc.

EXHIBIT "A"

The Agreement for enforcement of the traffic control laws of the state on private roads located in the gated community of Southwind includes the following roads:

Southwind Drive
Southwind Court
Windlake Drive
Windlake Court
Windsong Court
Amberlake Cove
Blue Lake Cove
Clear Lake Cove
Baywind Drive
Windrush Drive
Sunset Beach Blvd.
Sunset Beach Drive
Sunset Beach Place
Sunset Beach Cir.

EXHIBIT "B"

The Southwind Property Owners Association, Inc, shall obtain traffic law enforcement by means of employing deputies through the Sheriffs off-duty program.

If a resident of Southwind wishes to make a traffic complaint or request a traffic law enforcement detail pursuant to this Agreement, he or she shall contact the Owner for further action. If a resident of Southwind contacts the Sheriff directly with such a complaint or request, he or she will be directed to the Owner.

The Owner hereby consents to the Sheriff conducting routine patrol and special details on the Private Roads for law enforcement purposes, such as combating a pattern of criminal activity (e.g., special detail to target persons committing car burglaries in the area) and discouraging crime by establishing a law enforcement presence.

Sheriff



Charles W. Morris • Sheriff Okaloosa County



October 14, 2004

The Okaloosa County Board of Commissioners
1804 Lewis Turner Blvd.
Suite 100
Ft. Walton Beach, FL 32547

RE: Southwind Property Owners Association

Dear Chairperson Tucker:

I am advised that Okaloosa County will enter into an agreement with Southwind Property Owners Association, a gated community, for traffic control and enforcement pursuant to Section 316.006(3)(b), Florida Statutes. This agreement will allow the Southwind Property Owners Association community to employ deputies through this agency's off-duty employment program to enforce traffic laws within the gated community.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1st, at the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be advised that I hereby waive the October 1" requirement.

If you have any further questions, please do not hesitate to contact me directly.

Sincerely,

Charlie Morris
Sheriff