

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: FEBRUARY 8, 2013

Contract/Lease Control #: C13-2019-SO

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: EMERALD BAY DEVELOPMENT CORP

Lessor/Owner: OKALOOSA COUNTY SHERIFF OFFICE

Effective Date: 01/22/2013

Expiration Date: INDEFINITE

Description of Contract/Lease: TRAFFIC LAW ENFORCEMENT @ EMERALD BAY

Department Manager: SO

Department Monitor: LARRY ASHLEY

Monitor's Telephone #: 850-651-7410

Monitor's FAX # OR E-Mail:

Date Closed: \_\_\_\_\_

REMARKS:

Cc: Finance Dept Contracts & Grants Division

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 Emerald Bay is entered into by and between Okaloosa County, Florida, (hereinafter "County"), a charter county and political subdivision of the State of Florida and Emerald Bay Development Corporation (hereinafter "Owner"), a Florida corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Owner owns fee simple title to Emerald Bay Drive, a private roadway lying within a gated community known as Emerald Bay (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 # C13-2019-SO  
EMERALD BAY DEVELOPMENT CORP  
TRAFFIC LAW ENFORCEMENT @ EMERALD BAY  
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 Emerald Bay 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 Administrator – Jim Curry  
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 Sheriff's Office- Larry Ashley  
1250 N. Eglin Parkway  
Shalimar, Fl. 32579  
850-651-7410

As to the Owner: Emerald Bay Development Corporation  
4781 Clubhouse Drive  
Destin, FL 32541  
850-837-9181 x8

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for Emerald Bay Development, Inc., on the dates indicated below.

Dated this 21<sup>st</sup> Day of December 2012

Witness:

Dary J. Stanford



Teressa Ward

Debra Barrineau

Sylvia A. Hendrix

Gifford S. Allen

Amanda Lockner

By: Don R. Edwards

Okaloosa County

BCC approval on Jan. 22, 2013



By: Long Bailey

Okaloosa County Sheriff's Dept.

By: [Signature]

Emerald Bay Development Corporation

## EXHIBIT "A"

The Agreement for enforcement of the traffic control laws of the state on private roads located in the gated community of Emerald Bay includes the following roads, as shown on the plat for Emerald Bay Phase IA, as recorded in Plat Book 9, Pages 7 – 7A, Public Records of Okaloosa County, Florida and Emerald Bay Phase IB, as recorded in Plat Book 13, Pages 8 -9, Public Records of Okaloosa County, Florida:

Emerald Bay Drive

## EXHIBIT "B"

Emerald Bay Development, Inc. shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of Emerald Bay 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 Emerald Bay 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.



December 21, 2012

Sheriff Larry Ashley  
Okaloosa County Sheriff's Office  
1250 N. Eglin Parkway  
Shalimar, FL 32579

RE: Traffic Law Enforcement in Emerald Bay

Dear Sheriff Ashley:

Emerald Bay Development Corporation is interested in contracting with the Okaloosa Sheriff's Department for enforcement of traffic control laws on the private roads located in the gated community of Emerald Bay. Attached is a draft of an Agreement For Traffic Law Enforcement On Private Roads which is based on a sample agreement provided to us. Also attached is a Certificate Of Liability Insurance Coverage for Emerald Bay Development Corporation naming the Okaloosa County Sheriff's Department as an additional insured.

My understanding is that upon acceptance of this agreement by Okaloosa County and the Okaloosa Sheriff's Department, the Sheriff's Department will be able to provide traffic law enforcement to Emerald Bay under a fee-based arrangement. Please let me know if any additional information is required or if we need to modify the agreement. I appreciate your consideration.

Sincerely,

Jay Nettles  
General Manager  
Emerald Bay Development Corporation  
850.837.9181 x3001