

**SEMINOLE COUNTY, SEMINOLE COUNTY SHERIFF AND
CADENCE PARK HOMEOWNERS ASSOCIATION
TRAFFIC ENFORCEMENT AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 2025, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” the **SEMINOLE COUNTY SHERIFF**, a constitutional officer of the State of Florida, whose address is Public Safety Building, 100 Eslinger Way, Sanford, Florida 32773, in this Agreement referred to as “**SHERIFF**” (which also includes the Sheriff’s deputies whenever acting on behalf of the Seminole County Sheriff), and **CADENCE PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 71 S. Central Avenue, Oviedo, F 32765, in this Agreement referred to as “**ASSOCIATION**.”



WITNESSETH:

WHEREAS, COUNTY may exercise jurisdiction, to the extent of a public purpose, over any private road or roads located in the unincorporated area under written agreement as authorized by Section 316.006, Florida Statutes (2024), as this statute may be amended from time to time; and

WHEREAS, SHERIFF is empowered to enforce the State Uniform Traffic Control provisions in Seminole County; and

WHEREAS, ASSOCIATION wishes to preserve the subject private roads of its subdivision as private roads that remain under the control of ASSOCIATION without any transfer of jurisdiction, ownership, use, or any other rights to the public other than limited statutory

jurisdiction accepted by the public authorities who are parties to this Agreement to enforce the State Uniform Traffic Control provisions; and

WHEREAS, COUNTY, SHERIFF, and ASSOCIATION, in the interest of the public's health, safety, and welfare, desire to establish terms and conditions for the assumption of jurisdiction limited to the public purpose of enforcing the State Uniform Traffic Control provisions on the private roads owned or controlled by ASSOCIATION; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 30, 125, 163, and 316, Florida Statutes (2024), as well as other applicable law.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, COUNTY, SHERIFF, and ASSOCIATION agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which COUNTY shall assume a limited jurisdiction for the public purpose of complying with Section 316.006, Florida Statutes (2024), as this statute may be amended from time to time, and SHERIFF shall provide State Uniform Traffic Control enforcement over the private roads under the ownership or control of ASSOCIATION.

Section 2. Term. This Agreement becomes effective upon execution by all parties and terminates on the same month and day one (1) year after this effective date. The Agreement automatically renews thereafter for successive periods of one (1) year each, unless earlier terminated as provided in this Agreement.

Section 3. Private Roads. COUNTY shall assume jurisdiction over and SHERIFF shall enforce the State Uniform Traffic Control provisions over the private roads under the ownership or control of ASSOCIATION (the "Roads") on the attached Exhibit "A," which is incorporated by reference into this Agreement, except that neither COUNTY nor SHERIFF have

any responsibility for designing, installing, maintaining, or removing signage, striping, paving, or any other physical features, objects, or materials. ASSOCIATION warrants that it is the sole owner of the Roads identified in Exhibit "A," or that it has, to the extent of the purposes of this Agreement, control of such Roads by written authorization signed by the owners of the title to such Roads or parts of the Roads, as applicable. ASSOCIATION is responsible for complying with Section 316.0747, Florida Statutes (2024), as this statute may be amended from time to time, regarding the installation of traffic control devices in or about the Roads.

Section 4. SHERIFF's Responsibilities.

(a) SHERIFF is solely responsible for traffic control and enforcement of the State Uniform Traffic Control provisions on the Roads identified on the attached Exhibit "A."

(b) SHERIFF is solely responsible for the means and methods of enforcement including the scheduling of patrols and the use of radar or other methods of enforcement. ASSOCIATION may provide input relating to desired scheduling of patrols, all subject to SHERIFF's sole determination as to time and frequency of patrols and the use of radar.

(c) SHERIFF is authorized by ASSOCIATION to perform random or routine patrols of the Roads for general law enforcement purposes in addition to traffic enforcement.

(d) SHERIFF waives the requirement pursuant to Section 316.006(3)(b)2, Florida Statutes (2024), referring to the effective date of this Agreement.

Section 5. Compensation.

(a) ASSOCIATION, by payment of an hourly rate, shall reimburse SHERIFF for all costs resulting to SHERIFF from the provision of extended traffic enforcement services on the Roads. "Extended traffic enforcement services" means the presence or activities of the Sheriff on the Roads for any of or all the following:

(1) When at the written request of ASSOCIATION for specific schedules or activities, such as requesting radar and speed enforcement.

(2) For special enforcement details or operations.

(b) For the initial term of this Agreement, ASSOCIATION shall pay SHERIFF the current rate for extra duty details as set by SHERIFF. No reimbursement is required for services by SHERIFF's deputies who are on routine or random patrol, except when such services are part of extended traffic enforcement services.

(c) The hourly rate for provision of extended traffic enforcement services provided by SHERIFF will be adjusted as required, on or after October 1st of each successive term of this Agreement, to accurately reflect the hourly costs of all extra duty deputies' activities contemplated by this Agreement. If SHERIFF's hourly costs increase, COUNTY may and SHERIFF shall provide ASSOCIATION with thirty (30) days written notice of the increased rate to be charged under this Section.

Section 6. Payment and Billing.

(a) SHERIFF shall bill to ASSOCIATION, on a bi-weekly basis during which extended traffic enforcement services have been rendered, an itemized invoice describing billable services rendered, the hourly cost of the billable services, and any other information required by this Agreement.

(b) ASSOCIATION shall make payment to SHERIFF within thirty (30) days of receipt of SHERIFF's invoice.

Section 7. Indemnification.

(a) ASSOCIATION shall indemnify and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents, servants and employees, individually and collectively, from and

against any damages, losses and causes of action arising out of any and all errors, omissions, defaults or negligent acts of ASSOCIATION, its officers, directors, agents, servants or employees in the performance of its duties and obligations under this Agreement or the services provided by COUNTY and SHERIFF pursuant to this Agreement, unless such liability arises from the negligence of either COUNTY or SHERIFF or from the misconduct by their agents or employees and such agents or employees are acting within the scope of their agency or employment.

(b) For purpose of liability, COUNTY and SHERIFF are protected by sovereign immunity in accordance with State law. This Agreement does not constitute a waiver of immunity by COUNTY or SHERIFF as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time.

Section 8. Insurance Requirements.



(a) ASSOCIATION shall maintain at all times throughout the duration of this contract, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department and SHERIFF's Fiscal Services Division.

(1) Neither approval by COUNTY and SHERIFF nor failure by COUNTY and SHERIFF to disapprove the insurance furnished by ASSOCIATION will relieve ASSOCIATION of its full responsibility for liability, damages, and accidents.

(2) Neither COUNTY and SHERIFF's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by ASSOCIATION in accordance with this Section, nor COUNTY and SHERIFF's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of ASSOCIATION.

(3) If COUNTY and SHERIFF elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, ASSOCIATION shall promptly provide to COUNTY and SHERIFF such additional information as COUNTY and SHERIFF may reasonably request, and ASSOCIATION shall remedy any deficiencies in the policies of insurance within ten (10) days.

(4) COUNTY and SHERIFF's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY and SHERIFF to exercise this authority for the benefit of ASSOCIATION or any other party.

(b) General Requirements.

(1) Before commencing work, ASSOCIATION shall furnish COUNTY and SHERIFF with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY and SHERIFF with, not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required to be maintained, ASSOCIATION shall provide COUNTY and SHERIFF with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY and SHERIFF, ASSOCIATION shall provide COUNTY and SHERIFF with a certified copy of each of the policies of insurance providing the coverage required by this agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and SHERIFF and must be reduced or eliminated upon written request from COUNTY and SHERIFF. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by ASSOCIATION.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.



(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and SHERIFF, and COUNTY and SHERIFF shall apportion the proceeds between COUNTY and SHERIFF and ASSOCIATION as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees and Seminole County Sheriff's Office, a constitutional office of the State of Florida, its officials, officers, and employees, must be included as Additional Insureds.

(7) Coverage: The insurance provided by ASSOCIATION pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners, the Seminole County Sheriff's Office, or COUNTY and SHERIFF's officials, officers, or employees will be in excess of and not contributing with the insurance provided by ASSOCIATION.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees and Seminole County Sheriff's Office and its respective officials, officers, and employees. This Waiver of Subrogation requirement will not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida.

(2) In addition, such companies must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority or Letter of Eligibility, or (ii) fails to maintain the Best's Rating and Financial Size Category, then ASSOCIATION shall immediately notify COUNTY and SHERIFF as soon as ASSOCIATION has knowledge of any such circumstance, and upon request of COUNTY and SHERIFF, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as

ASSOCIATION has replaced the unacceptable insurer with an insurer acceptable to the COUNTY and SHERIFF, ASSOCIATION will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of ASSOCIATION, ASSOCIATION shall, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Agreement at ASSOCIATION's sole expense. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of services under this Agreement and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) ASSOCIATION's insurance must cover ASSOCIATION for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. ASSOCIATION agrees coverage must not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by ASSOCIATION are not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) general aggregate.

(C) Seminole County, Florida, its officials, officers, and employees and Seminole County Sheriff's Office, a constitutional office of the State of Florida, its officials, officers, and employees are to be included as Additional Insureds. ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

Section 9. Termination or Assignment. This Agreement may be terminated by any one of the parties at any time, with or without cause, upon not less than thirty (30) days written notice delivered to each of the other parties, or immediately, at the option of COUNTY or SHERIFF, in the event any of the terms, covenants or conditions of this Agreement have been violated by ASSOCIATION. None of the parties may assign this Agreement, or any interest arising under this Agreement, without the written consent of the other parties.

Section 10. Representations. The undersigned persons signing on behalf of a party each represent: (a) the undersigned is the designated officer or general partner acting for that party; (b) this Agreement has been reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which the undersigned purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and (c) the respective entity has likewise authorized the undersigned to bind the entity to the terms and conditions contained in this Agreement. These formalities of law include, without limitation, any need for a supermajority vote of the homeowners' association membership if such is required by its governing documents, recorded covenants, articles of incorporation, bylaws or otherwise.

Section 11. Independent Contractor. The relationship of ASSOCIATION to COUNTY or SHERIFF is that of independent contractor and not that of employee. No statement contained in this Agreement may be construed to make ASSOCIATION an employee of COUNTY or SHERIFF, and ASSOCIATION is entitled to none of the rights, privileges, or benefits of COUNTY or SHERIFF employees.

Section 12. Employee Status. Persons employed by ASSOCIATION in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or

privileges granted to COUNTY's or SHERIFF's officers and employees either by operation of law or by COUNTY or SHERIFF.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement except the annual actual cost adjustment set forth in Section 5(c) of this Agreement will be valid only when expressed in writing and duly signed by all of the parties.

Section 14. Notices. Whenever any one of the parties desires to give notice unto the others, notice may be sent to:



For COUNTY:

Board of County Commissioners
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

For SHERIFF:

Director, Patrol Division
Public Safety Building
100 Eslinger Way
Sanford, Florida 32773

For ASSOCIATION:

Cadence Park Homeowners Association, Inc.
71 S. Central Avenue
Oviedo, FL 32765

Any of the parties may change, by written notice as provided in this Agreement, its address or person for receipt of notices. ASSOCIATION may amend Exhibit "A" from time to time by giving written notice containing the complete diagram of private roads under ASSOCIATION's ownership or control, as amended, to both COUNTY and SHERIFF.

Section 15. Public Records Law. The parties acknowledge the obligations set forth in Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge that COUNTY and SHERIFF are required to comply with Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement, and this statute controls over the terms of this Agreement. ASSOCIATION recognizes that any records received by COUNTY or SHERIFF in connection with this Agreement are subject to public disclosure under the statute.



Section 16. Conflict of Interest.

(a) ASSOCIATION shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or SHERIFF or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) ASSOCIATION hereby certifies that no officer, agent or employee of COUNTY or SHERIFF has any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5% of the total assets or capital stock) either directly or indirectly, in ASSOCIATION, and that no such person will have any such interest during the term of this Agreement.

(c) ASSOCIATION has the continuing duty to report to COUNTY any information that indicates a possible violation of this Section.

Section 17. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 18. Parties Bound. This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

Section 19. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement



[Balancer of page intentionally left blank, signatory page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

SEMINOLE COUNTY SHERIFF

By: Dennis M. Lemma
DENNIS M. LEMMA, Sheriff

Date: 03/06/2025

ATTEST:

CADENCE PARK HOMEOWNERS ASSOCIATION, INC.

Frances Duvall
FRANN DUVAL, Secretary

(CORPORATE SEAL)

By: James Copertino
JIM COPERTINO, President

Date: March 3rd 2025

STATE OF FLORIDA)
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 3rd day of March 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Frances Duvall, and James Copertino, as President and Secretary, respectively, of Cadence Park HOA, a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced FL Drivers Lic. as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Yvette Baldonado
Print Name Yvette Baldonado
Notary Public in and for the County
and State Aforementioned
My commission expires: 10/27/27



YVETTE M. BALDONADO
MY COMMISSION # HH 416200
EXPIRES: October 27 2027

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A - List of Roads



GLK/kly
1/7/25 2/6/25
T:\Users\Legal Secretary CSB\Public Works\Traffic\2025\Traffic Enforcement Agreement - Cadence Park HOA1-14-25.docx