

INTERLOCAL AGREEMENT
REGARDING TRAFFIC ENFORCEMENT

THIS INTERLOCAL AGREEMENT REGARDING TRAFFIC ENFORCEMENT (the "Agreement") is made and entered this 14th day of April, 2026, by and between CHARLOTTE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter referred to as "COUNTY", and the WEST PORT EAST COMMUNITY DEVELOPMENT DISTRICT, a local, special-purpose government entity authorized by Chapter 190 of the Florida Statutes, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter referred to as the "DISTRICT."

WITNESSETH:

WHEREAS, the Charlotte County Sheriff's Office ("CCSO") is a separate and distinct constitutional office from the COUNTY, and operates under the direction of an elected sheriff; and

WHEREAS, the DISTRICT is located entirely within the boundaries of the COUNTY; and

WHEREAS, property within the DISTRICT has developed and will continue to develop into a community known as West Port East with residences, parks, facilities, and other uses; and

WHEREAS, as part of such development, land within the DISTRICT has been platted and streets dedicated to the DISTRICT for public use; and

WHEREAS, the COUNTY may exercise jurisdiction over any roads controlled or owned by a special district, located within the COUNTY's boundaries under written agreement as authorized by Section 316.006(3)(b), Florida Statutes; and

WHEREAS, the COUNTY is empowered to enforce the State Uniform Traffic Control provisions in the COUNTY under Section 316.008, Florida Statutes; and

WHEREAS, pursuant to Chapter 171, Florida Statutes, the COUNTY and the DISTRICT are authorized to enter into interlocal agreements; and

WHEREAS, the DISTRICT desires to enter into an agreement with the COUNTY to provide for enforcement of the State Uniform Traffic Control provisions on those streets dedicated to the DISTRICT for public use, including those streets presently dedicated to the DISTRICT and any streets that may be dedicated to the DISTRICT in the future; and

WHEREAS, the parties understand and acknowledge that this Agreement is limited to dedicated public streets and does not extend to private streets within West Port East, if any, and does not establish a level of service for traffic enforcement, which shall be at the discretion of the CCSO; and

WHEREAS, the parties understand and acknowledge that this Agreement is for general

traffic enforcement only and any special events which the DISTRICT desires to have dedicated patrols shall be subject to rates set by the CCSO; and

WHEREAS, the COUNTY and the DISTRICT believe it to be in the interest of the public health, safety, and welfare, to enter into this Agreement and establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the roads owned and controlled by the DISTRICT.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the DISTRICT agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the COUNTY will provide State Uniform Traffic Control enforcement over the roads under the ownership and control of the DISTRICT (hereinafter "DISTRICT roads").

2. FILING REQUIREMENT; TERM. After approval of this Agreement by the respective governing bodies of the COUNTY and DISTRICT, and its execution by the duly qualified and authorized officers of all of the parties hereto, the COUNTY shall cause this Agreement to be filed with the Clerk of the Circuit Court of Charlotte County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. This Agreement shall become effective upon execution by all parties, and recording of the Agreement, and shall run through September 30, 2026, and be automatically renewed every twelve (12) months thereafter, unless terminated by either party as provided herein.

3. TRAFFIC ENFORCEMENT SERVICES ON DISTRICT ROADS.

A. The COUNTY shall exercise its jurisdiction over county traffic control and enforce the State Uniform Traffic Control provisions over the DISTRICT roads. Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes.

B. The CCSO shall have the sole authority to determine the operational procedures to be employed in the implementation of police services provided for in this Agreement. It shall not be deemed to be a violation of this Agreement if the COUNTY is unable to provide law enforcement services pursuant to this Agreement due to emergency or other extenuating circumstances. The determination of emergency or extenuating circumstances shall be in the sole discretion of the Sheriff or his designee.

C. The CCSO currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the DISTRICT. The Sheriff shall be solely responsible for the means and methods of enforcement of the State Uniform Traffic Control laws, including, but not limited to, the scheduling of special detail patrols and the use of radar or other methods of enforcement. The Sheriff in his sole discretion shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Agreement routine patrols shall continue at the same rate and frequency unless the Sheriff determines otherwise and shall include traffic enforcement along with criminal law enforcement.

4. COMPENSATION.

A. Traffic enforcement performed by the CCSO during routine patrol within the DISTRICT will be at no cost to the DISTRICT because contribution for such services is collected through a Municipal Service Tax Unit. All non-routine patrol or other traffic enforcement services must be requested as provided in Section 5 of this Agreement.

B. If private detail traffic enforcement services are requested in writing by a person authorized by the DISTRICT, such requests shall follow the CCSO payment and other procedures as promulgated by the CCSO from time to time.

C. The fees for provision of traffic enforcement services provided by the CCSO shall be adjusted annually effective on January 1 of each successive year of this Agreement to reflect the actual costs for the provision of services contemplated by this Agreement. If the fees are increased, the COUNTY shall provide forty-five (45) days written notice of the increased rates to the DISTRICT.

5. PRIVATE DETAIL TRAFFIC ENFORCEMENT SERVICES. If desired, the DISTRICT shall make a request for private detail traffic enforcement pursuant to the CCSO procedures as promulgated by the CCSO from time to time.

6. INDEMNIFICATION.

A. Without waiving the limitations of liability set forth in Section 768.28, Florida Statutes and other applicable law, the DISTRICT shall, at all times hereafter, indemnify, hold harmless and defend the COUNTY, its officers, agents, servants, volunteers and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs and expenses, including attorneys' fees and costs, arising out of, resulting from, or in any way connected with any negligent and wrongful acts or omissions of the DISTRICT, its officers, agents, servants or employees in the performance of duties and obligations under this Agreement, the services provided by the DISTRICT pursuant to this Agreement, the condition of the DISTRICT roads including any signage, or the performance of operations under this Agreement.

B. Nothing contained in this Agreement shall be construed to be a waiver by the COUNTY or DISTRICT of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained in this Agreement shall be construed to be a consent by the COUNTY or DISTRICT to be sued by third parties in any manner arising out of or related to this Agreement.

7. TERMINATION. This Agreement may be terminated by the COUNTY or DISTRICT at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, or at the option of the COUNTY, immediately in the event any of the terms, covenants or provisions of this Agreement have been violated.

8. ASSIGNMENT. No party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

9. NO AGENCY. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the parties. Neither party has the power or authority to bind the other party in any promise, agreement or representation.

10. MISCELLANEOUS.

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

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement, except the annual actual cost adjustment set forth in Section 4(c) of this Agreement, shall be valid only when expressed in writing and duly signed by the parties.

C. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida.

D. Nothing herein shall be construed as a waiver of the limitations of liability afforded the District and the County pursuant to Section 768.28, Florida Statutes or other similar laws.

11. NOTICES. All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

FOR COUNTY: County Administrator
Charlotte County
18500 Murdock Circle
Port Charlotte, Florida 33948

FOR DISTRICT: West Port East Community Development District
c/o Wrathell, Hunt and Associates, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

Jere Earlywine, District Counsel
Kutak Rock LLP
P.O. Box 10230
Tallahassee, FL 32302-2230

Either party may change by written notice as provided herein, the address or person for receipt of notices.

12. PUBLIC RECORDS LAW AND OFFICIAL RECORDS. The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the COUNTY and DISTRICT are required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that Chapter 119, Florida Statutes, controls over the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement Regarding Traffic Enforcement on the dates indicated below.

PASSED AND DULY ADOPTED this 14th day of April, 2026.

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0201
kmw

**DISTRICT:
WEST PORT EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print Name: David Martin
Title: Chairman
Date: 3/13/26

ATTEST:
By: _____
Title: Assistant Secretary