AGREEMENT FOR TRAFFIC CONTROL JURISDICTION

This Traffic Control Agreement made and entered into this ___ day of _____, 2019, by and between the Harbor Pointe at Harbor Islands Association, Inc., a non-profit corporation, authorized to do business in the State of Florida (hereinafter "Owner") and the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "City").

W I T N E S S E T H:

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Property" or "Common Areas"); and

WHEREAS, the City, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the Nation, State, County and City, duly enacted, excluding those of traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the City the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Section 316.006(2)(b), Florida Statutes, Owner wishes to have City exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property; and

WHEREAS, the Board of Directors for the Owner, at a duly noticed Board meeting, approved this agreement by a majority vote, to have state traffic laws enforced by the City's Police Department on its private roads that are controlled by the association and a copy of the Board's Resolution/Minutes are hereby attached to this agreement as Exhibit "B";

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This agreement shall commence on the date executed by the City and shall expire on _____, ~~2024~~ 2025. This Agreement may be renewed for one (1) additional five (5) year term upon sixty (60) days prior written notice from Owner requesting this Agreement be renewed and contingent upon approval by Hollywood City Commission.

3. Such exercise of traffic control jurisdiction shall be in addition to jurisdictional authority presently exercised by the City under law. The Owner agrees that City shall have jurisdiction to enforce State, County and City traffic regulations over any roads within the private property and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority. .

4. The City hereby agrees to exercise jurisdiction for traffic control purposes over any roads within the private property. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel.

5. Owner hereby agrees that if the City determines that multiparty stop signs should be installed within the Property or Common Areas in order to enhance traffic safety, then such installation shall be completed by Owner under the direction of City. Said signs must conform to the manual and specifications of the Florida Department of Transportation, however, minimum traffic volumes may not be required for the installation of such signage.Owner shall bear the cost for such signage. Any enforcement for the signs shall be as provided in Section 316.123, Florida Statutes.

6. Either party may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the other party.

7. That Owner, in further consideration for the above stated commitments of City, does hereby declare, establish, provide, give and grant to the City, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

8. The Owner agrees to indemnify and hold the City, its officials, employees, assigns and agents, the City of Hollywood Police Department, its officials, employees, agents, successors and assigns, and Police Chief, his/her successors, heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the City of Hollywood Police Department and/or any other lawful action or omission of the City, its officials or employees arising out

of or occurring by virtue of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

9. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

As to City:	Police Chief 3250 Hollywood Blvd., 4th Floor Hollywood, Florida 33021
With a copy to:	City Attorney 2600 Hollywood Blvd., Rm. 407 Hollywood, Florida 33020
As to Owner:	Harbor Pointe at Harbor Islands Association, Inc. 980 Harbor Islands Drive Hollywood, Florida 33019
With a copy to:	_____ _____ _____

10. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties hereto.

11. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the City to provide traffic jurisdiction to the private property. The City's presence on, or use of the premises, does not in any way create or establish in favor of owner a level of prevention or the enforcement of traffic laws greater that the City owes to the general public.

12 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. Each Party shall bear its own attorney's fees and in order to expedite the conclusion of any action, waive their right to a jury trial.

TRAFFIC CONTROL AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND HARBOR POINTE AT HARBOR ISLANDS ASSOCIATION, INC. (~~2019~~ 2020)

IN WITNESS OF THE FOREGOING, the parties have made and executed this Agreement on the respective dates under each signature: Harbor Pointe at Harbor Islands Association, Inc., by and through its _____, authorized to execute same on _____, ~~2019~~ 2020, and the HOLLYWOOD CITY COMMISSION, signing by and through its Mayor, authorized to execute same on _____, ~~2019~~ 2020.

CITY OF HOLLYWOOD, a Municipal Corporation of the State of Florida

ATTEST:

By: _____
Josh Levy, Mayor

_____
Patricia A. Cerny, MMC
City Clerk

Approved as to Form & Legal Sufficiency
for the Use and Reliance of the
City of Hollywood, Florida, only.

_____
Douglas R. Gonzales, City Attorney

AS TO HARBOR POINTE:

_____
WITNESS

BY: _____
Warren Zeikowitz, President
Harbor Pointe at Harbor Islands
Association, Inc.

_____
WITNESS

If Corporation:

_____
Attest: Corporate Secretary
(Affix Corporate Seal)

EXHIBIT "A"
MAP OF PROPERTY AND COMMON AREAS FOR TRAFFIC CONTROL JURISDICTION (ATTACHED HERETO)

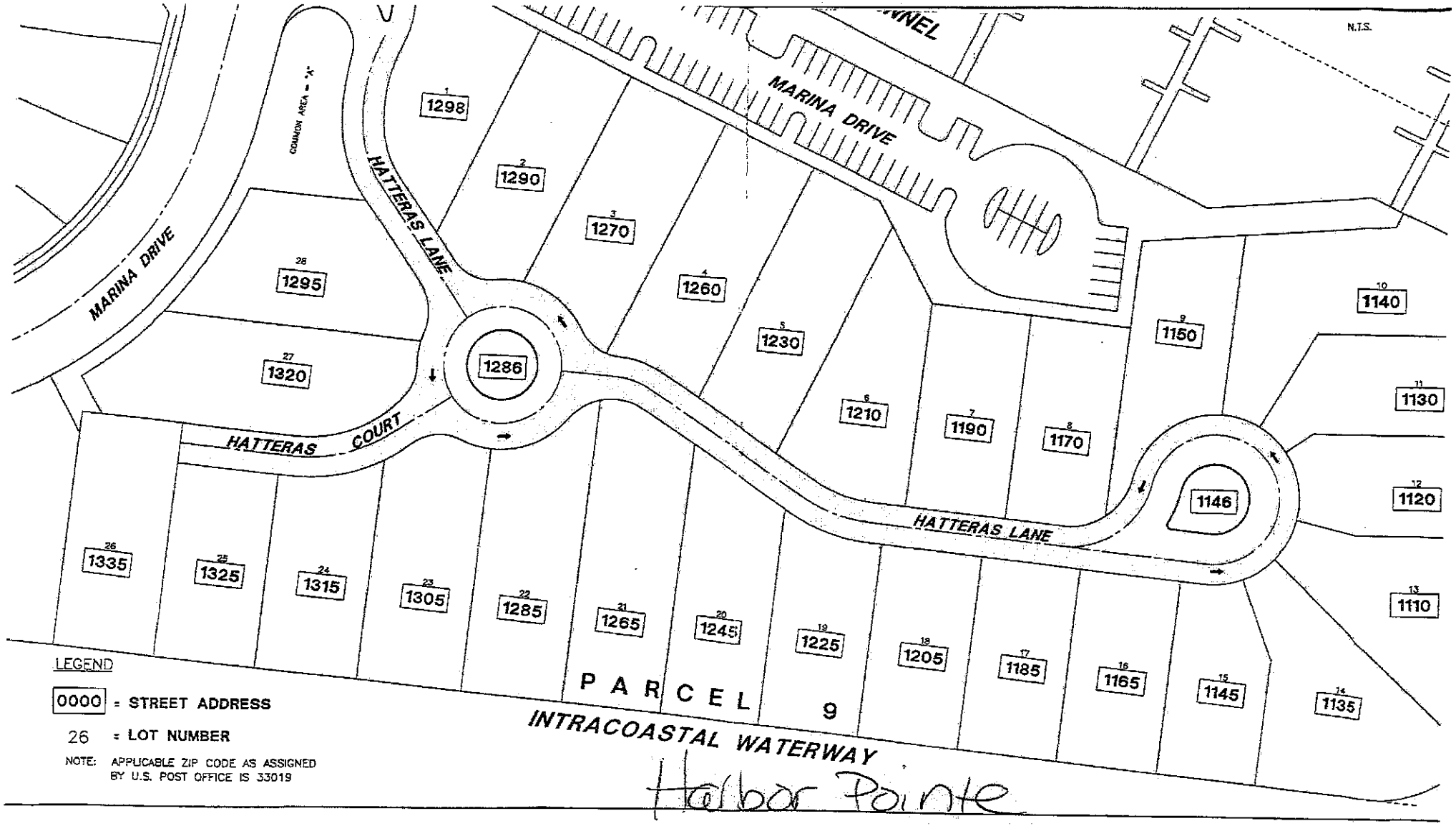

MARINA DRIVE
HATTERAS LANE
HATTERAS COURT
HATTERAS LANE
COMMON AREA - "A"
N.T.S.
1298
1290
1270
1260
1230
1210
1190
1170
1150
1140
1130
1120
1110
1286
1146
1295
1320
1335
1325
1315
1305
1285
1265
1245
1225
1205
1185
1165
1145
1135
PARCEL 9
INTRACOASTAL WATERWAY
LEGEND
0000 = STREET ADDRESS
26 = LOT NUMBER
NOTE: APPLICABLE ZIP CODE AS ASSIGNED BY U.S. POST OFFICE IS 33019
Harbor Pointe

EXHIBIT "B"
HARBOR POINTE AT HARBOR ISLANDS ASSOCIATION, INC'S BOARD RESOLUTION ATTACHED HERETO

Harbor Pointe at Harbor Islands Association, Inc.
980 Harbor Islands Drive
Hollywood, Florida 33019
Phone: (954) 454-1662
hipoa@comcast.net

RESOLVED, that the execution by **Warren Zeikowitz, as President** of this Association, of the City of Hollywood Agreement of Traffic Control, dated **November 20, 2019**, a copy of which is attached hereto and made part hereof, is hereby approved and confirmed with all respects.

Respectfully Submitted,

Julian Naranjo, Secretary

MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS OF HARBOR POINTE AT HARBOR ISLANDS ASSOCIATION, INC.
THURSDAY, NOVEMBER 20, 2019
5:30 P.M.

I. Calling of roll

The Meeting of The Board of Directors of Harbor Pointe at Harbor Islands Association, Inc. a Florida not-for profit corporation, was held at the Harbor Islands Clubhouse, 980 Harbor Islands Drive, Hollywood, Florida, on Thursday, November 20, 2019 at 5:42 p.m.

Present were Warren Zeikowitz, President, Leonard Zackon, Vice-President, Julian Naranjo, Secretary /Treasurer; Dana Altman, Property Manager.

II. Reading and disposal of any unapproved minutes

Warren Zeikowitz made a motion to waive reading the minutes and accept them as signed from the Regular Meeting of the Board of Directors held on November 15, 2018.

Which, on motion duly made and seconded by Leonard Zackon, was unanimously approved.

III. Reports of officers and committees

None

IV. New Business

Adopt 2020 Operating Budget

Warren Zeikowitz made a motion to adopt the 2020 Estimated Operating Budget as signed and attached.

Which, on motion duly made and seconded by Leonard Zackon, was unanimously approved.

Resolution to Authorize City of Hollywood Police Traffic Agreement

Leonard Zackon made a motion to approve the City Of Hollywood Traffic Agreement and the following resolution.

RESOLVED, that the execution by Warren Zeikowitz, as President of this Association, of the City of Hollywood Agreement of Traffic Control, dated November 20, 2019, a copy of which is attached hereto and made part hereof, is hereby approved and confirmed with all respects.

Which, on motion duly made and seconded by Julian Naranjo, was unanimously approved.

Resolution to Amend the Declaration

Warren Zeikowitz made a motion to approve the following Amendment to the Declaration and the following resolution:

The Declaration and governing documents are and will be subject to Chapter 720, of the Florida Statutes, as they are amended from time to time.

All new state laws governing Homeowners Associations are deemed to be expressly incorporated into the Declaration. If there is a conflict, these updated amendments to the Declaration shall prevail. This will supersede all prior conflicting rules in the Declaration.

RESOLVED, that the execution by Warren Zeikowitz, as President of this Association, to update the Declaration and have it incorporated, dated November 20, 2019, a copy of which is attached hereto and made part hereof, is hereby approved and confirmed with all respects.

Which, on motion duly made and seconded by Julian Naranjo, was unanimously approved.

V. Adjournment: 5:52 p.m.

There being no further business to come before the meeting, same was, on motion duly made by Warren Zeikowitz and seconded by Leonard Zackon, adjourned.

Respectfully Submitted,

Warren Zeikowitz, President