

TRAFFIC ENFORCEMENT AGREEMENT

(_____)

THIS TRAFFIC ENFORCEMENT AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, _____ (the "Effective Date") by and between _____ whose mailing address is _____ (hereinafter referred to as the "Association") and the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Association is a not-for-profit corporation existing pursuant to and in accordance with Florida Statutes §§ 617.301-617.312; and

WHEREAS, the Association owns and/or controls those private roads within the _____ subdivision which is located in Orange County, Florida, and within the corporate limits of the City of Ocoee, Florida, said private roads being those roads within the _____ (hereinafter referred to as the "Private Roads"); and

WHEREAS, Florida Statutes § 316.006(2)(b) authorizes the City, subject to certain provisions, to enter into an agreement with the Association whereby the Association grants unto the City traffic control jurisdiction over the Private Roads within the subdivision controlled by the Association; and

WHEREAS, Florida Statutes § 316.640(3) authorizes the City to require that the City police department enforce the traffic laws of the State of Florida on any private roads pursuant to a written agreement under Florida Statutes § 316.006(2)(b); and

WHEREAS, the Association and the City desire to have the Association grant unto the City traffic control jurisdiction over the Private Roads as authorized by Florida Statutes § 316.006(2)(b) so that the City may enforce the traffic laws of the State of Florida on the Private Roads; and

WHEREAS, this Agreement has been duly approved and authorized by the Association in accordance with its Articles of Incorporation, Bylaws and other applicable governing documents.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Traffic Control Jurisdiction. The parties agree that the City shall have traffic control jurisdiction over the Private Roads and that officers of the City police department are authorized to enter upon the Private Roads for the purpose of exercising this jurisdiction. Such jurisdiction shall give to the City the authority to enforce the Florida Uniform Traffic Control Laws on the Private Roads. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by the City under law, and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority. Such existing jurisdiction includes, but is not limited to, the regulation of access to the Private Roads by security devices or personnel.

Section 3. Traffic Enforcement. The City hereby agrees that the City police department will enforce the Florida Uniform Traffic Control Laws on the Private Roads; provided, however, that the foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the Private Roads vis-a-vis public roadways or other private roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the City police department.

Section 4. Traffic Control Signs. All traffic control signs within the subdivision shall be uniform traffic control signs and shall be installed and maintained by the Association. The City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the Private Roads.

Section 6. Traffic Enforcement Fee. In consideration for the City exercising traffic control jurisdiction over the Private Roads, the Association hereby agrees to pay to the City an annual Traffic Enforcement Fee ("Annual Fee"). The initial Annual Fee under this Agreement will be set at \$ 0.00 and shall be prorated based on the Effective Date and due and payable within thirty (30) days from the Effective Date of this Agreement. The Annual Fee for subsequent years will be set by the City on or prior to December 1st of each year for the subsequent calendar year. Each subsequent Annual Fee shall be due and payable on or before January 30 of each year in which traffic enforcement services are rendered. The parties hereby agree that the Annual Fee is made as reimbursement for (i) the actual costs of traffic control and enforcement, (ii) the costs associated with maintaining the traffic control signs and apparatus, and (iii) the additional liability insurance costs incurred by the City as a result of this Agreement.

Section 7. Indemnification. The Association hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees, both at trial and at appellate levels, arising out of or alleged to have arisen out of the City entering into this Agreement. Nothing herein shall be construed to include within the foregoing indemnity any liability on the part of the Association for Claims arising out of acts of negligence by the City. The City shall use its best efforts to promptly notify the Association in writing of any Claims based on this Agreement and shall provide the Association with information regarding the Claims based on this Agreement as the Association may reasonably request, but the failure to give such notice or provide such information shall not

diminish the obligations of the Association under this Section. No Claims whatsoever shall be made or asserted against the City by the Association for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

Section 8. Term; Termination. The term of this Agreement shall be two (2) years from the Effective Date (the "Term"); provided, however, that this Agreement may be terminated by either party upon sixty (60) days written notice to the address first appearing in this Agreement. In the event of termination by either party the Association is entitled to a pro rata refund of the Annual Fee paid for the year in which termination occurs. In the event the Association desires to extend the Term of this Agreement, the Association shall provide written notice to the City of its desire to do so on or before the December 1st immediately preceding expiration of the Term.

Section 9. Applicable Law. This Agreement and the provisions contained herein shall be liberally construed and interpreted according to the laws of the State of Florida.

Section 10. Agreement; Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 12. Captions. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 13. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 14. Effective Date. The Effective Date of this Agreement shall be the date first appearing in this Agreement and shall coincide with the date the Agreement is executed by the City.

IN WITNESS WHEREOF, the Association and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

ASSOCIATION

Signed, sealed and delivered
in the presence of :

By: _____

Print Name: _____

Name: _____

Title: _____

(CORPORATE SEAL)

Print Name: _____

Executed on: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____ of _____, and who [] is personally known to me or [] produced _____ as identification, and that he/she acknowledged executing the same in the presence of two subscribing witnesses, on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

CITY:

CITY OF OCOEE, FLORIDA

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

By: _____

S. Scott Vandergrift, Mayor

Attest: _____

Beth Eikeneberry, City Clerk
(SEAL)

Executed on: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA.

Approved as to form and legality

This ____ day of _____, _____.

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____, _____, UNDER AGENDA ITEM NO. _____.

Foley & Lardner LLP

By: _____

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **S. SCOTT VANDERGRIFT** and **BETH EIKENBERRY**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____