

AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN THE VILLAGE OF WELLINGTON AND

Versailles at Wellington Homeowners Association, Inc.

THIS AGREEMENT is made and entered into this 1 day of September, 2016, between the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter "VOW", and Versailles at Wellington HOA, Inc., a Florida Not-For-Profit Corporation representing a private residential community located in Palm Beach County, Florida, hereinafter "Community".

WITNESSETH:

WHEREAS, Community owns and/or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(2), Florida Statutes, provides that VOW may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Community wishes to contract with VOW for performance of law enforcement services and functions relating to traffic control within its boundaries in the Village of Wellington, Florida.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. Community desires to have the Sheriff and his deputies, through its contract for Law Enforcement Services with the Village of Wellington, control traffic upon its roadways during normal patrol hours (hereinafter "Services"). Community acknowledges that this Agreement does not guarantee a minimum number of hours of traffic enforcement. Community agrees that if the provision of traffic enforcement services under this Agreement results in additional expenses to the Village of Wellington, then Community shall be responsible for such additional expenses. Should Community desire deputies to be situated in its development at times outside normal routine patrol, Community understands that a separate contract shall be executed for additional services and Community will be invoiced for such additional expenses.
3. Community shall provide VOW Village Engineer with certification by a licenses engineer (Exhibit "A") that the roadway signage and striping is in accordance with

the standards set forth in the Manual on Uniform Traffic Control Devices and Chapter 316, Florida Statutes. In addition, Community shall provide an affidavit stating that Community does in fact own/control the roadways within said development (Exhibit "B").

4. VOW and Sheriff shall exercise the authority in Community's geographical area pursuant to this Agreement and granted by the laws of the State of Florida.
5. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services (hereinafter "Operational Matters"), and the control of personnel employed shall be within the sole discretion of the Sheriff.
6. Persons employed in the performance of Services provided are appointees of the Sheriff and not VOW. As appointees of the Sheriff, they receive all benefits, training and promotion opportunities provided by the Sheriff.
7. This Agreement may be cancelled by the VOW or Community for any reason after sixty (60) days written notice has been provided to the other party, with a copy to the Sheriff.
8. This Agreement is subject to modification in writing by the mutual consent of the parties to this Agreement and executed with the same formality as the original Agreement.
9. All notices and/or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be deemed received three (3) business days following the notices being placed in the U.S. Mail. Notices are to be to the following:

As to the activities of VOW and Community:

VILLAGE OF WELLINGTON  
Village of Wellington Manager's Office  
Attention: Paul Schofield, Village Manager  
12300 Forest Hill Boulevard  
Wellington, Florida 33414

COMMUNITY

Versailles at Wellington Homeowner's Association, Inc.  
10400 Versailles Blvd  
Wellington, FL 33449

As to contract administration of the Operational Matters under this Agreement:

SHERIFF

Palm Beach County Sheriff's Office  
Attention: Commander of Wellington District 8  
14000 Greenbriar Boulevard  
Wellington, Florida 33414

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by VOW and Sheriff under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.
11. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.
12. The parties acknowledge that they have consulted with Sheriff.
13. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
14. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.
15. This Agreement shall be construed by and governed by the laws of the State of Florida.
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

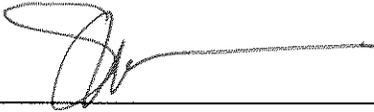
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IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year written above.

ATTEST:

Versailles at Wellington HOA, Inc.

By: 

By: 

SALVATORE VAN CASTEREN  
Typed or Printed Name

HOA PRESIDENT  
Title

ATTEST:

VILLAGE OF WELLINGTON

By: \_\_\_\_\_  
Rachel R. Calovi, Village Clerk

By: \_\_\_\_\_  
Anne Gerwig, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Village Attorney