

AGREEMENT FOR PARKING ENFORCEMENT JURISDICTION  
BETWEEN THE VILLAGE OF WELLINGTON

AND  
Grand Prix Village PoA

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter "VOW", and Grand Prix Village PoA, a Florida not-for-profit corporation responsible for the governance of Grand Prix Village PoA, a private residential community located in Palm Beach County, Florida, hereinafter "Community."

W I T N E S S E T H :

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 parking enforcement 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 are incorporated herein.
2. Community desires to have the VOW and its enforcement officers as defined in Wellington Code of Ordinances Chapter 62-3 (hereinafter "Officers") control parking enforcement upon its roadways during normal patrol hours (hereinafter "Services"). Community acknowledges that this Agreement does not guarantee a minimum number of hours of parking enforcement.
3. Community agrees that if the provision of parking enforcement services under this Agreement results in additional expenses to the Village of Wellington, then Community shall be responsible for such additional expenses.
4. Community shall indemnify VOW and its respective officers, directors, agents, representatives and employees from and against all liabilities, damages, claims, suits, matters, causes of action, costs, fees and expenses whatsoever (including reasonable attorneys' fees and court costs at any trial and appellate levels) arising out of or in connection with the performance of or

failure to perform the duties and responsibilities under this Agreement. The provisions of this paragraph shall survive the termination of the Agreement.

5. VOW and Officers shall exercise authority in the Community's geographical area pursuant to this Agreement and pursuant to their authority granted by state and local law.
6. 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 VOW.
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.
8. This Agreement may be modified only 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 sent to the following:

As to the activities of VOW:

Village of Wellington  
Attn: Paul Schofield, Village Manager  
12300 Forest Hill Boulevard  
Wellington, FL 33414

With a copy to:

Steve Koch, Code Compliance Manager  
Village of Wellington  
12300 Forest Hill Boulevard  
Wellington, FL 33414

As to Community:

Grand Prix Village POA  
11770 US Hwy 1, Suite 301  
Palm Beach Gardens FL 33408

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10. The exercise of the parking enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by VOW, 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 by VOW or Sheriff of the sovereign immunity provided in Section 768.28, *Florida Statutes*.
12. 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.
13. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.
14. This Agreement shall be construed and governed by the laws of Florida.
15. In the event it is necessary for any action to be brought by either Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses as may be determined by the court.

[The remainder of this page intentionally left blank]

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

As to VOW:

VILLAGE OF WELLINGTON

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

As to Community:

Grand Prix Village PoA  
A Florida not-for-profit corporation

By: \_\_\_\_\_  
Paul Valliere  
Type or Printed Name  
President  
Title