

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the ____day of _____, 2014, by and between the City of Gainesville, Florida, hereinafter referred to as City, and the Phoenix Homeowners Association, INC hereinafter referred to as Phoenix Home Owners Association, Inc..

WITNESSETH

WHEREAS, The City of Gainesville ("City") is a municipal corporation under the laws of the State of Florida, providing traffic control and enforcement over the streets thereof, and;

WHEREAS, Section 316.006(2)(b), Florida Statutes, provides that municipalities may exercise jurisdiction over any private roads located within its boundaries if the municipality and the party owning or controlling such roads enter into a written agreement for municipal traffic control jurisdiction, and such written agreement be approved by the governing board of the municipality, and;

WHEREAS, Phoenix Home Owners Association, Inc. is a private community consisting of two phases, Phoenix Subdivision and Phoenix Subdivision Phase 2. Phoenix Subdivision is 16.69 acres containing 83 individually owned units/parcels, and Phoenix Subdivision Phase 2 is 13.76 acres containing 52 individually owned units/parcels. Phoenix Home Owners Association, Inc. is within the City generally located between SW 23rd Terrace and SW 27th Street and between SW 29th Place and SW 35th Place. Towne Park Apartments borders Phoenix Home Owners Association, Inc. directly to the north. Isabella Condominiums, Grantwood Condominiums, and Southside Manor border the southern property lines. SW 23rd Terrace borders the neighborhood to the east, and SW 27th Street borders the neighborhood to the west.

The boundaries of the property are depicted in Exhibit A attached hereto and by this reference made a part hereof ("Phoenix Home Owners Association, Inc."); and

WHEREAS, the parcels of property that comprise Phoenix Home Owners Association, Inc. are owned separately by various owners that operate under the Phoenix Homeowners Association, INC doing business at 2106 NW 13th St Gainesville, Florida. The neighborhood owns and operates the roads and common areas within its boundaries, and has requested the City provide traffic control jurisdiction over private roads as described in Florida State Statute 316.006 located within the Phoenix Home Owners Association, Inc. in addition to jurisdictional authority presently exercised by municipalities under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority, and

WHEREAS, a majority of the board of directors of the Phoenix Home Owners Association, Inc. has by majority vote elected to have state traffic laws enforced by the Gainesville Police Department on its private roads that are controlled by the association, and

WHEREAS, the Phoenix Home Owners Association, Inc., agrees to indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Gainesville Police Department in its enforcement of the traffic laws on the streets and highways within its boundaries, and

WHEREAS, the City has agreed to provide said services.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. **CITY SERVICE AREA:** There is created a City Service Area encompassing all private road or roads, or over any limited access road or roads owned or controlled by Phoenix Home Owners Association, Inc. and Phoenix Home Owners Association, Inc. in Gainesville, Florida. Such roads shall be generally open to the public for vehicular travel during effective date of this Agreement or any extensions hereof.

2. Phoenix Home Owners Association, Inc. will pay for replacement of existing traffic control signage to conform to state standards, and have same installed prior to this Agreement going into effect.

3. Phoenix Home Owners Association, Inc. will hold City harmless for all claims and damages arising out of the activities of the city performed hereunder except those due to the sole negligence of City.

4. Phoenix Home Owners Association, Inc. will provide liability insurance in the amount of One Million dollars (\$1,000,000.00) insuring the City, its official, agents and employees providing the services set forth pursuant to this Agreement.

5. **DUTIES OF CITY:** In addition to all law enforcement services normally provided by the City within the designated areas, by this Agreement the City will enforce traffic regulations within Phoenix Home Owners Association, Inc. as described in Florida State Statute 316.006(3) at no additional cost to the residents. The assignment and schedule of any city police officer assigned to City's Service Area shall be determined at sole discretion of the City. It is understood and agreed that Phoenix Home Owners Association, Inc. has no authority under this Agreement concerning said assignment and scheduling or of the enforcement of any laws or ordinances. City makes not commitment to specific times of day in which officers will be required to patrol the streets of the Phoenix Home Owners Association, Inc., except in response to specific complaints of speeding or other traffic violations made by the residents.

6. **CITY'S LEGAL OBLIGATIONS:** Phoenix Home Owners Association, Inc. and City recognize that there may be certain legal obligations which may modify the terms of this Agreement and Phoenix Home Owners Association, Inc. and City agree to abide by this Agreement as modified by any statutory obligations of the City. The City is responsible for the defense of its employees for any action arising out of the performance or non-performance of duties. The City shall not be responsible for defense of any action arising out of acts or omissions of other agencies or other agents. In the event a lawsuit is filed against any party to this Agreement, the City Attorney shall be immediately notified by parties served.

7. **LIMITATIONS:** There are no intended third party beneficiaries to this Agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this Agreement the right, benefit, or privileges to rely on or demand performance of any provision of this Agreement.

8. **OWNERSHIP OF PROPERTY AND/OR EQUIPMENT:** Phoenix Home Owners Association, Inc. acknowledges that the City owns all property utilized by the officer(s) performing the law enforcement services within the scope of this Agreement. Such equipment includes, but is not limited to, the vehicle, mobile radio, light bar, siren, vest, shotgun, handgun, radar unit, etc.

9. **TERM OF AGREEMENT:** The term of this Agreement shall be from the ____ day of _____, 2014 through the ____ day of _____, 2019.

10. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written addendum to this contract, executed by all parties.

11. **TERMINATION CLAUSE:** This Agreement may be terminated by either party on written notice given at least 30 days in advance of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials the day and year first above written.

WITNESSES:

CITY OF GAINESVILLE

Print name: _____

Russ Blackburn
City Manager

Print name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, as _____ of _____ for and on behalf of the _____. He/She personally appeared before me and is: (check one of the below)
_____ personally known to me, or
_____ produced the following type of identification: _____

Executed and sealed by me on _____, _____.

Notary Public
Print Name: _____
My Commission expires: __/__/__

Reviewed as to form and legality.

WITNESSES:

PHOENIX HOME OWNERS ASSOCIATION

Print name: _____

Print name: _____
Title: _____

Print name: _____

STATE OF _____
COUNTY OF _____

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, as _____ of _____ for and on behalf of the _____. He/She personally appeared before me and is: (check one of the below)
_____ personally known to me, or
_____ produced the following type of identification: _____

Executed and sealed by me on _____, _____.

Notary Public
Print Name: _____
My Commission expires: __/__/__