

TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2011, by and between _____ (the “Owner(s)”) and Bal Harbour Village, Florida, a Florida municipal corporation (the “Village”).

RECITALS

WHEREAS, Owner owns or controls fee simple title to that parcel of land located at _____, Bal Harbour, Florida, 33154 (the “Property”); and

WHEREAS, the Property is located within the Bal Harbour Security District, the boundaries of which are fully described in Section 18-111(a)(3) of the Bal Harbour Village Code of Ordinances, (the “Security District”); and

WHEREAS, the roadways within the Security District are comprised of Bal Cross Drive, Bal Bay Drive, Balfour Drive, Biscay Drive, Camden Court, Camden Drive, Harbour Way and Park Drive (collectively the “Private Roads”); and

WHEREAS, to the extent that the Owner retains legal title to the portion of the Private Roads abutting the Property, Owner desires the Village to exercise traffic control jurisdiction over the Private Roads;

WHEREAS, the Village and Owner desire to exercise such traffic control jurisdiction, pursuant to Florida State Statutes 316.006.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Traffic Control Jurisdiction Services.** The Village agrees to exercise traffic control jurisdiction over the Private Roads in accordance with the following terms and conditions.

(a) Village may provide for Police Officers of its Police Department to patrol, by motor vehicle, the Private Roads, on a random basis each day subject to availability of police resources.

(b) In exercising such traffic control jurisdiction, the Village shall enforce the traffic laws generally applicable to streets and highways under the Village's original jurisdiction which are similar in nature to the Private Roads.

(c) The Village's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the Village over the Private Roads under law, and nothing herein shall be construed to limit or remove any such jurisdictional authority or the Village's authority to continue to provide such other police services as are otherwise provided under law.

(d) Nothing in this Agreement shall require, authorize or permit the Village to exercise any control or responsibility concerning the installation or maintenance of traffic control devices.

3. **Compensation.** The Village shall be entitled to retain all revenues from traffic citations issued by the Village for violations of traffic laws along the Private Roads, in accordance with law. This shall not preclude the assessment of impact fees or other fees provided by law.

4. **Liability Not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the Village than the Village would ordinarily be subjected to when providing its normal police services as routinely provided throughout the Village.

5. **Term.** The term of this Agreement shall be one (1) year commencing on the date hereof and ending one (1) year following the date hereof, and shall thereafter automatically continue for successive one (1) year terms, unless terminated by either party upon written notice to the other party given at least thirty (30) days prior to the expiration of the then-applicable one (1) year term.

6. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the 11th Judicial Circuit in and for Miami-Dade County, Florida. **The parties hereby waive any right to trial by jury in any such litigation.**

8. **Ratification.** Owner hereby ratifies those traffic enforcement services previously provided by Village upon the Private Roads.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting one Agreement.

OWNER:

Signature

Print

OWNER:

Signature

Print

Bal Harbour Village, a Florida
Municipal Corporation

ATTEST:

Ellisa Horvath, MMC
Village Clerk

By: _____
Alfred Treppeda
Village Manager

Approved as to Form and Legal Sufficiency:

Village Attorney