

TRAFFIC ENFORCEMENT CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2015, between WYNDWEPT HILLS HOMEOWNERS ASSOCIATION, INC. hereinafter called "WYNDWEPT", as party of the first part, and THE CITY OF ALACHUA, a municipal corporation, hereinafter called the "CITY", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, WYNDWEPT has no means for proper traffic enforcements on the streets and roadways inside the boundaries of Wyndswept Hills Homeowners Association, Inc. and,

WHEREAS, Florida Statute 316.006(2)(B) provides guidelines and allows the CITY to enter into agreement with WYNDWEPT for traffic enforcement.

THEREFORE, the CITY and WYNDWEPT agree as follows:

SECTION I: AUTHORITY

WYNDWEPT warrants that it has the duly authorized power and ability to enter into this Agreement and will hold harmless the CITY from any and all liability resulting from this representation.

SECTION II: JURISDICTION

The exercise of jurisdiction provided for in this Agreement shall be in addition to jurisdictional authority already exercised by the CITY and nothing in the Agreement shall be construed to limit or remove any such jurisdictional authority.

SECTION III: HOURS OF OPERATION

The City of Alachua Police Department shall patrol the streets of WYNDWEPT as if the streets were owned by the CITY and not private. Officers assigned to WYNDWEPT will work at various times of the day to best insure the safety of the residents at all times. However, most traffic enforcement will occur at the peak flow of traffic (7:30 a.m. to 9:00 a.m. and 5:00 p.m. to 7:00 p.m.).

SECTION IV: TERM OF AGREEMENT

The term of this Agreement will be for an indefinite period. Should either party, for any reason, wish to terminate this Agreement, written notice will be given to the other party giving a minimum of 24-hours notice before termination.

SECTION V: COST OF ENFORCEMENT

WYNDWEPT agrees to pay the CITY one hundred dollars (\$100.00) per year for said enforcement.

SECTION VI: FINES AND FORFEITURES

All fines and forfeitures will be paid to the Clerk of Alachua County Court and be distributed pursuant to Florida Statutes governing said distribution.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized representative as the date first written above.

City Manager, City of Alachua

President, Board of Directors
Wyndswept Owners Association, Inc.

Print Name

Print Name

ATTEST:

Signature

Signature

Print Name

Print Name