TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320

SUBJECT: Resolution

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN FALCONS' LEA HOMEOWNERS ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Falcons' Lea Homeowners Association, Inc. would like to enter into an agreement with the Town of Davie Police department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:
Has request been budgeted: N/A
If yes, expected cost: $
Account Name:
If no, amount needed: $
What account will funds be appropriated from:
Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

Agreement for Traffic Control (owner/association signed)

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN FALCONS' LEA HOMEOWNERS ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Falcons' Lea Homeowners Association, Inc. and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

WHEREAS, Falcons' Lea Homeowners Association, Inc. has the authority to sign said agreement, and has done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

SECTION 1. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2002

_____

MAYOR/COUNCIL MEMBER

ATTEST:

_____

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2002

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Falcons' Lea Homeowner Association, Inc. (hereinafter referred to as "Owner"), agree on this 9th day of July, 2002, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes § 316.006(2)(B), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

W I T N E S S E T T H

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.

3. the town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.

4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute § 768.28.

7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.

8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town of the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.

9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

10. the Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

THE TOWN OF DAVIE, FLORIDA

BY: _____

TITLE: _____

ADDRESS: _____

_____

ATTESTED BY:

_____

_____
TOWN ATTORNEY
Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this_____ day of _____ 200 __, by _____, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is _____personally known to me, or who has produced _____ as identification, and who did/did not take an oath.

_____
NOTARY PUBLIC, State of Florida

_____
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

ASSOCIATION:

Signature

MARGARET OLSON, VP
Print Name

Signature /President of FALCON'S LE. A.

ROLANDO ORTEGA
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of OCT, 2002, by MARGARET OLSON, VP ROLANDO ORTEGA, PRES of FALCON'S LEA PATIO HOMES HOA, INC, who is personally known to me, or who has produced KNOWN TO ME as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

M. VILDOSOLA
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

OFFICIAL NOTARY SEAL
M VILDOSOLA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC911645
MY COMMISSION EXP. MAR. 12,2004

DAVIE POLICE DEPARTMENT
1230 South Nob Hill Road
Davie, FL 33324
(954) 693-8200
FAX (954) 693-8399 (Road Patrol)

AUTHORITY TO ENTER PREMISES AGREEMENT

FALCON'S LEA HOMEOWNER ASSOC., INC., a Florida Corporation,
(Name of Corporation)

located at Davie, FL c/o Century Management Services, Inc., I
12505 Orange Drive, Suite 906, Davie,

authorizes the Town of Davie Police to enter the below described prop
the Town of Davie, Broward County, Florida, without limitations or res
their discretion to enforce municipal traffic laws, criminal state statutes
ordinances and perform any and all police-related activity.

LEGAL DESCRIPTION OF PROPERTY

(See example - "Exhibit A" attached)

FALCON'S LEA HO. ASSOC., INC., expressly understands a
(Name of Corporation)

agrees that since the above-described property is privately owned, th
Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on sa
property.

The Town of Davie Police may arrest, at its discretion, those person(
believed to be trespassing or committing other criminal violations on said propert
Upon an arrest for a criminal violation, FALCON'S LEA H.O. ASSOC., INC. agrees
assist in the criminal prosecution of said offender.

FALCON'S LEA H.O. ASSOC., INC. hereby agrees to communica
the terms and conditions of this agreement to any and all parties present on the abov
described property by reason of lease, rental, assignment, contract, invitatio
employments, etc.

FALCON'S LEA H.O. ASSOC., INC. further agrees to notify the Tow
of Davie through the Chief of Police for the Town of Davie Police Department nine
(90) days prior to the sale, transfer or assignment of the property or any portion there
This notification must be accomplished through United States Mail, certified, retu
receipt requested.

FALCON'S LEA H.O. ASSOC., INC. agrees to indemnify and hold t
Town of Davie, its employees, assigns and agents, the Town of Davie Poli
Department, its officers, employees, agents and assigns, and Police Chief John
George, his heirs and assigns, harmless from and against any and all claims or causes
action resulting from personal injury or loss to property caused by or arising from
arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Poli
Department.

Nothing in this agreement shall be construed to effect in any way t
Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

FALCON'S LEA H.O. ASSOC., INC. expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. FALCON'S LEA H.O. ASSOC., INC further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of FALCON'S LEA H.O. ASSOC., INC. a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

(Authorized Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of November 2002, by ROLANDO ORTEGA of Falcon's Lea H.O. Ass. Inc who is personally known to me, or who has produced KNOWN TO ME as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

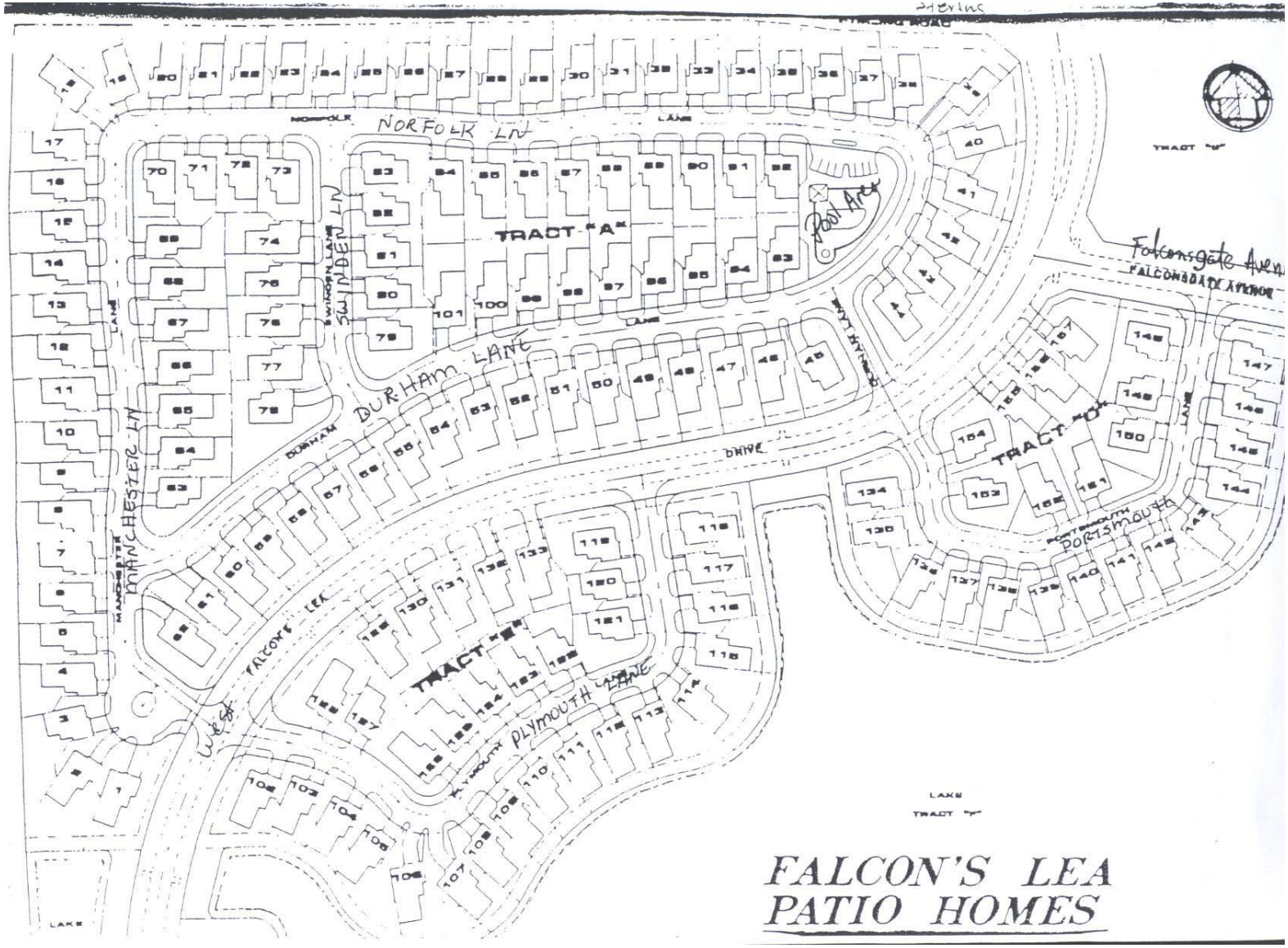
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

OFFICIAL NOTARY SEAL
M VILDOSOLA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC911645
MY COMMISSION EXP. MAR. 12,2004

EXHIBIT "A"

Parcels "A", "D" and "E", of FALCON'S LEA, according to the Plat thereof, as recorded in Plat Book 128, at Page 6, of the Public Records of Broward County, Florida.



FALCON'S LEA PATIO HOMES