

TRAFFIC ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND LAKE DELRAY APARTMENTS, LLLP

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444, and Lake Delray Apartments, LLLP, (hereinafter referred to as the "Entity"), whose address is 82 NW 5th, Avenue Delray Beach, FL 33444, this _____ day of _____, 2025.

WHEREAS, the Entity owns and controls the private roadways within the Lake Delray Apartments, 700 Lindell Boulevard, Delray Beach, FL 33444 ("Property"); and

WHEREAS, the Entity is desirous of the enforcement of state and municipal traffic laws on its Property; and

WHEREAS, both the City and the Entity feel that such enforcement will make the Community Policing effort a more positive influence on the community; and

WHEREAS, Fla. Stat. § 316.006(2)(b) allows for such enforcement on private roads pursuant to a written agreement approved by the City Commission, which provides for reimbursement for actual costs of traffic control and enforcement liability insurance and indemnification and other terms as are mutually agreeable by the parties.

NOW, THEREFORE, for the mutual consideration, covenants, and matters set forth herein, the parties hereto do hereby agree as follows:

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

2. The City, through its Police Department, does hereby agree to enforce all state and municipal traffic laws on all private roads on the Property owned by the Entity.

3. The enforcement of the traffic laws will occur 24 hours, 7 days a week by the Delray Beach Police Department.

4. The Entity shall hereby pay the City \$1.00 per month to cover the cost of the traffic control and enforcement incurred by the City.

5. The speed limit shall be that set by Fla. Stat. §§ 316.183 and 316.189 of 30 mph.

6. Signs posting the speed limit must comply with Manual Uniform Traffic Control Devices used by the Department of Transportation and Fla. Stat. § 316.189.

7. Stop signs must conform to the manual and specifications of the Department of Transportation as stated in Fla. Stat. § 316.006(2)(b).

8. The Entity shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, the Entity, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, the Entity shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

9. The Entity shall provide liability insurance to cover the indemnification in the amount of \$1,000,000 and name the City as an additional insured. See Certificate of Insurance, attached hereto as "Exhibit A."

10. This Agreement shall take effect upon execution and approval by the Delray Beach City Commission and the Entity's authorized signatory and/or association and shall continue in full force and effect until rescinded by either party. This Agreement shall automatically renew upon payment of the yearly fee.

11. Either party may cancel their participation in this agreement upon delivery of 30 days' written notice to the other party.

12. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

13. IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY

BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. The Entity shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Entity does not transfer the records to the City.
 - iii. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Entity or keep and maintain public records required by the City to perform the service. If the Entity transfers all public records to the City upon completion of the Agreement, the Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Entity keeps and maintains public records upon completion of the Agreement, the Entity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - iv. If the Entity does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

14. The Entity is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from the Entity and its subcontractors and lower-tier subcontractors. Entity understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Entity or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

15. Pursuant to Florida Statute § 787.06(13), the Entity has provided to the City an affidavit executed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that Entity does not use coercion for labor or services as defined in the statute.

16. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be given in writing and be delivered in person or mailed to the following address:

CITY:

City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

ENTITY:

Darren Smith, Principal
Lake Delray Apartments, LLLP
82 NW 5th Avenue
Delray Beach, FL 33444

Copy to:

Chief of Police
Delray Beach Police Department
300 W. Atlantic Avenue
Delray Beach, FL 33444

17. The Entity, by signing below, affirms that they have read and understand this agreement and that they have been given the opportunity to have the attorney of their choice review this agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Entity executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

Thomas F. Carney, Jr., Mayor Date

Approved as to form and legal sufficiency:

Lynn Geiin, City Attorney

LAKE DELRAY APARTMENTS, LLLP

By: [Signature]

Print Name: Darren Smith

Title: Principal

(SEAL)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of December, 2021 by Darren Smith (name of person), as Principal (type of authority) for Lake Delray Apartments (name of party on behalf of whom instrument was executed)

Personally known OR Produced Identification
Type of Identification Produced _____

[Signature]
Notary Public - State of Florida

