

CLEARBROOK HOMEOWNER'S ASSOCIATION, INC.  
TRAFFIC ENFORCEMENT AGREEMENT

WHEREAS, the CITY OF DELRAY BEACH, FLORIDA, (hereinafter referred to as "CITY") through its Police Department, wishes to make its Community Policing efforts in CLEARBROOK HOMEOWNER'S ASSOCIATION, INC. as effective as possible; and

WHEREAS, the CLEARBROOK HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION") is desirous of the enforcement of state and municipal traffic laws on its property; and

WHEREAS, both the CITY and the ASSOCIATION feels that such enforcement will make the Community Policing effort a more positive influence on the community; and

WHEREAS, F.S. 316.006(2),(b),(1),(2) 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, as of the date set forth below, the parties hereto do hereby agree as follows:

1. The CITY does hereby agree to enforce all state and municipal traffic laws on all private roads owned by the ASSOCIATION.
2. The enforcement of the traffic laws will occur 24 hours, 7 days a week.
3. The ASSOCIATION shall hereby pay to the CITY \$1.00 per month to cover the actual costs of the traffic control and enforcement incurred by the CITY.
4. The speed limit shall be that set by Florida Statute 316.183(2) and 316.189(1) of 30 mph.
5. Signs posting the speed limit must comply with Manual Uniform Traffic Control Devices used by the Department of Transportation and F.S. 316.189(3).
6. Stop signs must conform to the manual and specifications of the Department of Transportation as stated in Florida Statute 316.006(2)(b)(3).
7. The ASSOCIATION 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, ASSOCIATION, 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, ASSOCIATION 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. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due ASSOCIATION under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the CITY under F.S. 768.28. This indemnification shall survive the cancellation of this agreement.

8. The ASSOCIATION shall provide liability insurance to cover the indemnification in the amount of \$1,000,000.00 and name the CITY as an additional insured.

9. This agreement shall take effect upon execution and approval by the Delray Beach City Commission and the CLEARBROOK HOMEOWNER'S ASSOCIATION INC. and shall continue in full force and effect until rescinded by either party. This Agreement shall automatically renew upon payment of the yearly fee.

10. Either party may cancel their participation in this agreement upon delivery of 30 days written notice to the other party. Cancellation will be at the direction of the subscribing party.

11. In any action brought to enforce any provision of this agreement, each party shall pay their own attorney's fees and costs.

12. This Agreement shall be governed by and interpreted in accordance with the laws of Florida, with proper venue in Palm Beach County, FL. Each of the parties hereto consents to such jurisdiction for the enforcement of this Agreement and matters pertaining to it.

13. The ASSOCIATION, 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.

This agreement made and entered into on this \_\_\_\_\_ day of December, 2016.

City of Delray Beach, Florida

Clearbrook Homeowner's Assn. Inc.

By: \_\_\_\_\_  
Cary Glickstein, Mayor

By:   
Neil Santaniello, President

ATTEST:

\_\_\_\_\_  
Chevelle Nubin, City Clerk

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
R. Max Lohman, City Attorney