

WOODLAKE HOMEOWNERS ASSOCIATION, INC.
TRAFFIC ENFORCEMENT AGREEMENT

WHEREAS, the CITY OF DELRAY BEACH, FLORIDA, (hereinafter referred to as "CITY"), whose address is 100 NW First Avenue, Delray Beach, FL 33444, wishes to make its community policing efforts in the WOODLAKE HOMEOWNERS ASSOCIATION, INC., whose address is 385 SW 27th Terrace, Delray Beach, FL 33445, as effective as possible; and

WHEREAS, the WOODLAKE HOMEOWNERS 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 feel 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, through its Police Department, 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 by.
3. The ASSOCIATION shall hereby pay to the CITY \$1.00 per month to cover the cost 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.

8. The ASSOCIATION 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."

9. This agreement shall take effect upon execution and approval by the Delray Beach City Commission and the WOODLAKE HOMEOWNERS 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.

11. In any action brought to enforce any provision of this agreement each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

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. 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

ASSOCIATION:

President
Woodlake Homeowners Association, Inc.
385 SW 27th Terrace
Delray Beach, FL 33445

Copy to:

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

14. 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.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on this ____ day of _____, 2020.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

Shelly Petrolia, Mayor Date

Approved as to form and
legal sufficiency:

Lynn Gelin, City Attorney

WOODLAKE HOMEOWNERS
ASSOCIATION, INC.

Domenico Cardi Pres 4/24/20
Domenico Cardi, President Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of April, 2020, by Domenico Cardi, as President for the Woodlake Homeowners Association, Inc.

Personally known ☒ OR Produced Identification
Type of Identification Produced _____

Ilene S Reynolds
Notary Public - State of Florida



ILENE S REYNOLDS
Commission # GG 154602
Expires November 3, 2021
Bonded Thru Budget Notary Services