

TRAFFIC AND PARKING ENFORCEMENT AGREEMENT  
WITH THE CITY OF COCONUT CREEK

WHEREAS, the CITY OF COCONUT CREEK, FLORIDA, (hereinafter referred to as "CITY") through its Police Department, wishes to make its Community Policing efforts in \_\_\_\_\_ HOMEOWNER'S/CONDOMINIUM ASSOCIATION, (hereinafter referred to as "ASSOCIATION") as effective as possible; and

WHEREAS, the 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, Sections 316.006(2),(b),(1),(2), *Fla. Stats.* 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 agrees to enforce state and municipal traffic laws on all private roads owned by the ASSOCIATION.
2. The enforcement of the traffic laws will occur on a call driven basis.
3. The ASSOCIATION shall hereby pay to the CITY \$10.00 annually for traffic control and enforcement.
4. The Agreement shall be approved by the ASSOCIATION Director or designee and accompanied by a signed and sealed letter by a professional engineer licensed in the State of Florida certifying that the ASSOCIATION's signage and pavement markings meet the minimum standards required by local and State law including compliance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) by the Florida Department of Transportation; and the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways by the U.S. Department of Transportation.
5. The Association shall solely be responsible for the cost of upgrading all necessary signage and striping to meet all codes previously mentioned in #4 as well as cost of maintenance. In the event signage or striping is damaged, the Association

will have two (2) weeks to correct the deficiencies, once notified in writing by the City.

6. The maximum speed limit shall be that set by Sections 316.183(2) and 316.189(1), *Fla. Stats.* of thirty (30) miles per hour.

7. Signs posting the speed limit must comply with the Manual Uniform Traffic Control Devices used by the Department of Transportation and Section 316.189(3), *Fla. Stat.*

8. The ASSOCIATION shall defend, indemnify and hold harmless the CITY, its agents, officers, officials and employees from any and all claims, suits, causes of actions or any claims whatsoever made arising from any and all acts of traffic control and traffic enforcement that occur on the ASSOCIATION'S property following the date of this Agreement. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the CITY under Section 768.28, *Fla. Stat.* This indemnification shall survive the cancellation of this Agreement.

9. 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.

10. This Agreement shall take effect upon execution and approval by the Coconut Creek City Commission and the 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 and provision of an updated insurance certificate.

11. The ASSOCIATION shall notify all ASSOCIATION residents in writing upon execution of this Agreement.

12. Either party may cancel their participation in this Agreement upon delivery of thirty (30) days written notice to the other party.

13. In any action brought to enforce any provision of this Agreement, the prevailing party shall be entitled to the relief sought plus all costs incurred and reasonable attorneys' fees.

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.

This Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

City of Coconut Creek, Florida

Homeowner's/Condominium Assn. Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, City Manager

\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
City Attorney