

**MUNICIPAL TRAFFIC CONTROL, PUBLIC SAFETY INGRESS/EGRESS,
AND CODE ENFORCEMENT SERVICES AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2024, between LA MIRAGE HOMEOWNER'S ASSOCIATION, 3279 Inverrary Boulevard West, Lauderhill, FL 33319, a corporation organized and existing under the laws of the State of Florida c/o Phoenix Management Services, Inc., 4800 N. State Road 7 #105, Lauderdale, FL 33319 (hereinafter designated as "Association") and the CITY OF LAUDERHILL, a Florida municipal corporation, whose address is 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313 (hereinafter designated as "City").

WITNESSETH:

WHEREAS, ASSOCIATION currently holds legal title to the common property contained within that parcel of real property which is the subject of this Agreement, the sketch and legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, CITY, its duly appointed officers, employees, and agents recognize that it has full power and jurisdiction to enforce all duly enacted laws of the nation, state, county and city, excluding those of traffic control and enforcement of same on private property of ASSOCIATION without an Agreement permitting same; and

WHEREAS, pursuant to Florida Statutes, Section 316.006, and any amendments thereto, ASSOCIATION wishes to have CITY exercise jurisdiction for traffic regulation and control over any private or limited access roads which are owned or maintained by ASSOCIATION upon the property; and

WHEREAS, ASSOCIATION wishes to grant City access, authority, and the right to exercise jurisdiction to issue citations, liens, and to enforce all city codes pursuant to Florida Statutes Chapter 162 and City Code of Ordinances over any private or limited access property within the ASSOCIATION;

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each party and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Pursuant to Florida Statutes, Section 316.006 and Chapter 162, as may be amended from time to time, ASSOCIATION hereby grants to CITY and CITY hereby accepts from ASSOCIATION, municipal traffic control jurisdiction over all those certain private roads or limited access roads and code enforcement jurisdiction over all private areas located at LA MIRAGE HOMEOWNER'S ASSOCIATION which are more particularly identified in Exhibit "A," attached hereto and fully incorporated into this Agreement. The exercise of jurisdiction provided herein shall be in addition to jurisdictional authority presently exercised by the CITY under the law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority.

2. The CITY shall provide a minimum base level of traffic enforcement service on all those certain private or limited access roads and code enforcement located at LA MIRAGE HOMEOWNER'S ASSOCIATION which are more particularly identified in Exhibit "A." This level of service shall be determined solely by the City of Lauderhill Chief of Police and shall be based upon the availability of police personnel.

3. In the event that this minimum base level of traffic enforcement or code enforcement proves to be insufficient to meet the needs of ASSOCIATION, ASSOCIATION may request, upon ninety (90) days written notice, an increased level of traffic enforcement service or code enforcement service from the City of Lauderhill.

4. The City of Lauderhill Police Department shall, in its sole discretion, decide the hours and days of operation based upon information from the ASSOCIATION and the observations of the Police Department for local traffic enforcement. The City of Lauderhill Code Enforcement Department shall, in its sole discretion, decide the hours and days of operation based upon information from the ASSOCIATION and the observations of the Code Enforcement Officers for code enforcement and shall enforce the laws of the City of Lauderhill Code of Ordinances and/or Land Development Regulations.

5. The ASSOCIATION shall pay to the CITY one dollar (\$1.00) per month to cover the actual costs to conduct traffic and code control and enforcement by the CITY.

6. The ASSOCIATION shall defend, indemnify and hold harmless the CITY, its agents, officers, officials and employees from and against any and all liabilities, claims, causes of action, demands, debts, costs, obligations or expenditures, including court costs and attorneys' fees, which may be made against or incurred by the CITY arising by reason of any negligent acts or omissions of the ASSOCIATION, its principals, agents, officers, directors, employees, volunteers, affiliates, owners, managers, or members (hereinafter collectively referred to as the "ASSOCIATION") in connection with this Agreement. If it becomes necessary for the CITY to defend any action seeking to impose any such liability for negligent acts or omissions of the ASSOCIATION, the ASSOCIATION, at the option of the CITY, will defend the CITY or pay all court costs and reasonable attorneys' fees incurred by the CITY in such defense, in addition to any other sums which the CITY may be called upon to pay by reason of the entry of a judgment or decree against the CITY in the litigation in which such claim is asserted.

7. The ASSOCIATION shall provide general liability insurance in the amount of \$1,000,000.00 and shall name the CITY as an additional insured under its policy.

8. This Agreement shall take effect upon execution and approval by the City Commission and the ASSOCIATION and shall continue in full force and effect until either rescinded or cancelled by either party.

9. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

10. This Agreement may only be modified in writing by mutual agreement of the

parties.

11. ASSOCIATION, in further consideration for the above stated commitments of CITY, does hereby declare, establish, provide, give and grant to the CITY, its successors, administrators and assigns, a perpetual non-exclusive easement for the purpose of providing fire, police, health and sanitation and other public service personnel and vehicles, ingress and egress over and across the property.

The terms, covenants, conditions, grants and provisions of this easement may be extended, modified, abrogated, rescinded, or revoked in whole or in part only with the written consent of the grantor and grantee and only by the appropriate instrument in writing, duly executed by both grantor and grantee and duly recorded in the public records of Broward County, Florida.

The easements herein granted shall be effective on the date hereof, and shall be binding upon all parties or persons claiming under them, and shall run with the title for the above described properties until abrogated, rescinded or revoked as aforesaid.

This instrument shall be binding upon, and shall inure for the benefit of the respective heirs, legal representatives, successors and assigns of the grantee and the grantor.

IN WITNESS WHEREOF, the parties have set their hands and seals for purposes herein expressed.

LA MIRAGE HOMEOWNER'S ASSOC.:

Witness:

Print Name Kristy Simpson

Witness:

Print Name Danielle Cadet

By:

Print Name: Denise M. Cadet

Title: President of La Mariage HOA

Address: 3349 Inverrary Blvd West

STATE OF FLORIDA:

SS

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day in the county and state aforesaid, before me, DENISE M. CADET, an officer duly authorized and acting President, on behalf of the ASSOCIATION, did appear before me by ☒ physical presence OR ☐ by online notarization, to me known and known to me to be the person who signed the foregoing instrument for the uses and purposes mentioned therein; or who has produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid, this 13th day of February, 2024.

My Commission expires:



CITY:

City of Lauderhill

Witness:

Print Name _____

By: _____

Print Name: Desorae Giles-Smith

Title: City Manager

Witness:

Print Name _____

Address: 5581 West Oakland Park Boulevard
Lauderhill, FL 33319

STATE OF FLORIDA:

SS

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day in the county and state aforesaid, before me, an officer duly authorized and acting, appeared DESORAE GILES-SMITH, as City Manager acting on behalf of the CITY, by physical presence, to me known and known to me to be the person who signed the foregoing instrument for the uses and purposes mentioned therein, or who has produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid, this _____ day of _____, 2024.

My Commission expires:

Notary Public, State of Florida