

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: March 11, 2025 **Consent** **Regular**
Department: Palm Tran **Ordinance** **Public Hearing**

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** an Agreement with the Lakes of Delray, Inc. (Agreement) for the provision of transportation services on routes 70, 81 and 88, beginning retroactively on February 1, 2025 through January 31, 2028, with a two (2)-year renewal option in the amount of \$601,497.60 over the five (5)-year contract.

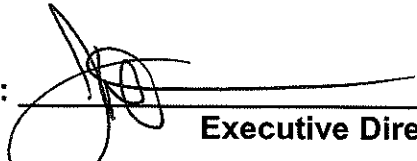
Summary: This Agreement allows for a deviation within Palm Tran Fixed Routes 70, 81, and 88 to provide a more accessible pick-up point for the residents of the Lakes of Delray community. The Agreement eliminates the need for customers to pay individual fares upon boarding Palm Tran buses. Palm Beach County is paid an annual amount, based on a per dwelling rate for the service. The Agreement also includes a \$125,030.40 increase over the previous five (5) year contract. Residents are responsible for paying individual fares should they transfer from Routes 70, 81, or 88 to another Routes. District 5 (MM)

Background and Justification: Routes 70, 81, and 88 serve Delray Beach on major East/West arterial roadways. Lakes of Delray, Inc., through its Homeowners Association (HOA), has contracted with Palm Tran for bus service for its residents since the inception of the development in 1982. In 2019, the Board of County Commissioners (BCC) approved an agreement (R2019-0145) providing transportation services through January 31, 2021. On February 9, 2021 the BCC approved agreement (R2021-0256) providing service through January 31, 2025.

Attachment:

- 1. Agreement with Lakes of Delray, Inc. (2 copies)
- 2. Prior Contract (R2021-0256)

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Recommended By:  _____ **Executive Director** 2/24/25
Date

Approved By:  _____ **Assistant County Administrator** 3/5/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues	(\$80,200)	(\$120,300)	(\$120,300)	(\$120,300)	(\$120,300)
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	(\$80,200)	(\$120,300)	(\$120,300)	(\$120,300)	(\$120,300)
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in the current Budget? Yes No
 Does this item include the use of federal funds? Yes No
 Does this item include the use of state funds? Yes No

Budget Account No:

Fund	Department	Unit	Object	RSRC
1340	540	5101	--	4435

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Revenues are included in Palm Tran's Operating budget

C. Departmental Fiscal Review:



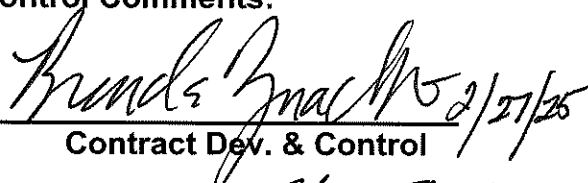
 Lyne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

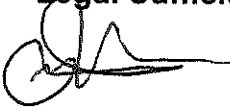
 2/25/25

 OFMB  2/25
RAF 2/25

 2/27/25

 Contract Dev. & Control
 26-2-77-25

B. Legal Sufficiency

 2/25/2025

 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AGREEMENT REGARDING PAYMENT FOR THE
PROVISION OF PUBLIC TRANSPORTATION SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA
AND
LAKES OF DELRAY, INC.**

THIS AGREEMENT is made and entered into this 13 day of January, 2022 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), and Lakes of Delray, Inc., a master association of thirty-seven condominium associations and a Florida non-profit corporation whose federal identification number is 59-2596584.

WHEREAS, the County, as part of its countywide public transit system (Palm Tran or Palm Tran, Inc.), has established routes throughout Palm Beach County; and

WHEREAS, Lakes of Delray, Inc. desires to enter into an agreement with the County allowing the Lakes of Delray, Inc. residents (who are condominium owners over the age of 55, hereinafter referred to as "Residents"), to use Palm Tran Fixed Routes on a fare-free basis; and

WHEREAS, the boundaries of the Lakes of Delray, Inc. development is Atlantic Avenue to the North, Kings Point to the South, Sims Road to the East and Jog Road to the West.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and the Lakes of Delray, Inc. do hereby agree as follows:

1. **Provision of Services.** The Residents may utilize Palm Tran's Fixed Routes on a non-exclusive, fare-free basis as further described in this Agreement. At the time of boarding buses, Residents must present to the driver his/her Lakes of Delray Condo ID Card then in effect. The County shall, in accordance with the payment provisions described in Paragraph 3 of this Agreement, make available to the Residents on an individual, non-exclusive, fare-free basis the public transportation services otherwise available to individuals on all Palm Tran's Fixed Routes service. *Lakes of Delray, Inc. agrees to work with Palm Tran on a possible alternative to using Lakes of Delray ID Card using the new Smart Card fare technology at no additional costs and acceptable to Lakes of Delray, Inc. when the new fare system is implemented. If no alternative works for both parties, the current method will remain in effect.*

2. **Number of Units.** The parties agree that there are a total of 1,408 units and that Lakes of Delray, Inc. is fully developed, and that no additional units will be added, sold or leased.
3. **Payment and Invoicing.** The Lakes of Delray, Inc. shall compensate County \$601,497.60 for the Fixed Route services described in the Agreement at a rate of Seven Dollars and Twelve Cents (\$7.12), per dwelling unit, per month, commencing on February 1, 2025 and ending on January 31, 2030. Accordingly, the County shall receive a monthly payment in the amount of \$10,024.96 for each month of this Agreement. The County will send an invoice to the Lakes of Delray, Inc. for the total amount due each month and will also provide to the Lakes of Delray, Inc. a separate invoice for each building served, based on the number of dwelling units contained within the building. The Lakes of Delray, Inc. may distribute the building invoices to each individual building's condominium association, which may remit payment to the County for the number of units in that building. The County's provision of separate invoices for each building and its acceptance of payment from a building condominium association does not, however, relieve the Lakes of Delray, Inc. from the responsibility for payment of all sums due and owing to the County under this Agreement based on the total number of units (*i.e.*, 1408) benefitting from the services provided by the County.
4. **Effective Date and Term.** This Agreement shall be in effect for a term of Three (3) years commencing on February 1, 2025 and terminating on January 31, 2028, and an option, if both parties agree, for two (2) additional years from February 1, 2028 and terminating on January 31, 2030, unless sooner terminated in accordance with the terms of this Agreement. The County's representative/liaison during the performance of this Agreement shall be Palm Tran's Revenue Administrator, whose telephone number is 561-812-5310. The Lakes of Delray, Inc.'s representative/liaison during the performance of this Agreement shall be Ron Nolan, whose telephone number is 561-495-1598 ext. 4.
5. The individual building condominium associations may remit to County at the address on the invoice, on a quarterly basis, and within thirty (30) days of its receipt of a Statement of Billing, the sum owed to County for the transportation services provided for the previous quarter. In the event the County shall not receive payment for an individual building condominium association within the

thirty (30) day period, the Lakes of Delray, Inc. shall immediately remit to County payment in full for any and all sums due and owing to the County.

6. **Services Subject to Change.** The public transportation service may be rendered under County's existing routing system in accordance with the schedule for such services established by the County, as it may be amended from time to time by County, in its sole discretion. Lakes of Delray, Inc. acknowledges and agrees that said services are subject to change by the County or may be eliminated in their entirety. Nothing contained in this Agreement shall be construed to expand or modify the County's obligations under the Americans with Disability Act or any other federal, state or local law or program, to require the provision of any service which the County would not otherwise be obligated to provide, or to limit the ability of the Board of County Commissioners to make changes to its public transportation system, including but not limited to its routes, fares, eligibility requirements and stops as it, in its sole discretion deems appropriate. All changes may be made solely at the discretion of the County. County will, however endeavor to make any changes in accordance with its established route change policy, which may be modified by County, in its sole discretion.
7. **Routes.** The residents of the Lakes of Delray, Inc. may utilize other routes of the County's transit system. Residents using any transportation service or routes other than Routes 81 and 88 are responsible for payment of the fares established for usage of such service or route.
8. **Indemnification.** Lakes of Delray, Inc. shall save, defend, indemnify and hold harmless County, Palm Tran, Inc., and their respective officers, agents, employees and servants from and against any and all claims, liability, losses, and or causes of actions which are related to physical damage to Lakes of Delray, Inc.'s road network and which occurs as a result of the operation of the County's transit equipment upon the Lakes of Delray, Inc.'s roadways, driveways and other adjoining paved surfaces, including but not limited to those owned, controlled or maintained by any individual building association; provided, however, that said agreement to save, defend, indemnify and hold harmless shall not apply to those intentional or negligent acts or omissions of County. Lakes of Delray, Inc. represents that it has sustained no damage to its roadway network, including those roads owned, controlled or maintained by any individual building condominium

association, resulting from the prior operation of Palm Tran buses or vehicles. Lakes of Delray, Inc. further warrants that its roadways are adequate for the purposes contemplated under this Agreement.

9. **Successors and Assigns.** County and the Lakes of Delray, Inc. each binds itself and its partners, successors, executors, administrators, transferors and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, transferors and assigns of such other party in respect to all covenants of this Agreement. Lakes of Delray, Inc. shall not assign, sublet, convey, transfer or otherwise encumber its interest in this Agreement, in whole or in part, without the prior written consent of the County.
10. **No Personal Liability; No Third Party Beneficiaries.** Nothing contained herein shall be construed as creating any personal liability on the part of any officer, agent or employee of County, Palm Tran, Inc., or Lakes of Delray, Inc., nor shall it be construed as giving any rights or benefits hereunder to any other person or entity. County's obligations shall be strictly limited to those expressly set forth in this Agreement. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than County, Palm Tran, Inc. or Lakes of Delray, Inc. The County shall have no obligation to any individual, Resident or other entity, association, or group who is in anyway associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon County.
11. **Annual Appropriations.** The County's performance and obligations under this Agreement are contingent upon an annual appropriation for the purposes described in this Agreement by the Board of County Commissioners.
12. **Law and Venue.** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County.

13. **Remedies; No Waiver; Amendments.** No remedy conferred herein upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy, shall preclude any other or further exercise thereof. Moreover, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver. The modification of any term or provision may be accomplished only by a written amendment executed by both parties.
14. **No Agency.** Nothing contained in this Agreement shall create an agency relationship between the parties or between Palm Tran, Inc. and Lakes of Delray, Inc. or any unit Resident or owner.
15. **Construction; Severability.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. Should any provision of this Agreement be held invalid by a court of competent jurisdiction, such determination shall not affect the remaining portions of the Agreement.
16. **Non-Discrimination.** Lakes of Delray, Inc. agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement, and that all of its employees and Residents are and will be treated equally by Lakes of Delray, Inc. without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

It is the policy of the Board of County Commissioners of Palm Beach County that it will not conduct business with nor appropriate funds to any organization that practices discrimination on the basis of race, color, religion, disability, sex, age,

national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

17. **Inspector General.** The County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Palm Beach County Code, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor and inspect the activities of any entity contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440. Such violation is punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

18. **Access and Audits.** Lakes of Delray, Inc. further agrees that it shall maintain, in Palm Beach County, Florida, all records relating to this Agreement, including but not limited to any records pertaining to the issuance, distribution, tracking and use of any color coded decals issued to authorized users, for a period of at least five (5) years following the expiration of this Agreement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Such records shall be made available to County, Palm Tran, Inc. and state and federal agencies, for the purpose of review, inspection, audit, and reproduction, during regular business hours, at the Lakes of Delray, Inc.'s address identified in Section 21 of this Agreement.
19. **Termination.** This Agreement may be canceled by the Lakes of Delray, Inc., with or without cause, upon sixty (60) days prior written notice to County. This Agreement may be terminated by County, without cause and for convenience of the County, upon thirty (30) days prior written notice to Lakes of Delray, Inc. In the event Lakes of Delray, Inc. fails to perform, or has breached any provision of this Agreement, and has failed to cure the failure or breach within ten (10) days, or such additional time granted by County, from the date of the notice provided by

County to Lakes of Delray, Inc. of the failure or breach, the County may immediately terminate this Agreement for cause upon written notice to Lakes of Delray, Inc.

20. **Entire Agreement; Modifications.** The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. No modification, amendment, or alteration shall be effective unless contained in a written document executed with the same formality and equality of dignity as this Agreement.

21. **Notices.** All notices required under this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Palm Tran, Inc.
Attn: Executive Director
100 North Congress Ave
Delray Beach, Florida 33445-3436

If sent to the Lakes of Delray, Inc., notices shall be addressed to:

Lakes of Delray, Inc.
Attn: Ron Nolan
15055 Lakes of Delray Blvd
Delray Beach, Florida 33484

22. **Nongovernmental Entity Human Trafficking Affidavit.** Lakes of Delray, Inc. warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County, and an officer of Lakes of Delray, Inc. with authority to bind the corporation has hereunto made and executed this Agreement, on behalf of Lakes of Delray, Inc., and each has set its hand the day and year above written.

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Maria G. Marino, Mayor

LAKES OF DELRAY, INC.

By: Paul Lesman
Signature

President
Print or Type Name and Title

(CORPORATE SEAL)

APPROVED AS TO
LEGAL SUFFICIENCY

for [Signature]
County Attorney

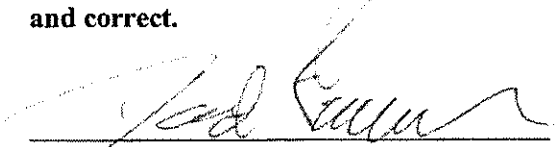
APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Ivan Maldonado, Executive Director
Palm Tran

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Lakes of Delray Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

David Passman / President

(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 25th day of February 2025, by DAVE PASSMAN.

Personally known OR produced identification .

Type of identification produced _____.



NOTARY PUBLIC

My Commission Expires:
State of Florida at large



CATHERINE F. CUNNION
Commission # HH 252161
Expires June 26, 2026

(Notary Seal)

**AGREEMENT REGARDING PAYMENT FOR THE
PROVISION OF PUBLIC TRANSPORTATION SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA
AND
LAKES OF DELRAY, INC.**

R2021 0256

THIS AGREEMENT is made and entered into this ___ day of FEB 09 2021, 2021, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), and Lakes of Delray, Inc., a master association of thirty-seven condominium associations and a Florida non-profit corporation whose federal identification number is 59-2596584.

WHEREAS, the County, as part of its countywide public transit system (Palm Tran), has established routes throughout Palm Beach County; and

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WHEREAS, the boundaries of the Lakes of Delray, Inc. development is Atlantic Avenue to the North, Kings Point to the South, Sims Road to the East and Jog Road to the West.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and the Lakes of Delray, Inc. do hereby agree as follows:

1. The Residents may utilize Palm Tran's Fixed Routes on a non-exclusive, fare-free basis as further described in this Agreement. At the time of boarding buses, Residents must present to the driver their Lakes of Delray Condo ID Card then in effect. The County shall, in accordance with the payment provisions described in paragraph 3 of this Agreement, make available to the Residents on an individual, non-exclusive, fare-free basis the public transportation services otherwise available to individuals on all Palm Tran Fixed Route services. Lakes of Delray, Inc. agrees to work with Palm Tran on a possible alternative to using Lakes of Delray ID using the new Smart Card fare technology at no additional costs and acceptable to Lakes of Delray, Inc. when the new fare system is implemented. If no alternative works for both parties, the current method will remain in effect.

2. Lakes of Delray, Inc. represents that there are a total of 1,408 dwelling units, that Lakes of Delray is fully developed, and that no additional units will be added, sold, or leased.
3. The Lakes of Delray, Inc. shall compensate County up to \$476,467.20 for the Fixed Route services described in the Agreement at a rate of Seven Dollars and Five Cents (\$7.05), per dwelling unit, per month. Accordingly, the County shall receive a monthly payment in the amount of \$9,926.40 for each month of this Agreement. The County will send an invoice to the Lakes of Delray, Inc. for the total amount due each month and will also provide to the Lakes of Delray, Inc. a separate invoice for each building served, based on the number of dwelling units contained within the building. The Lakes of Delray, Inc. may distribute the building invoices to each individual building's condominium association, which may remit payment to the County for the number of units in that building. The County's provision of separate invoices for each building and its acceptance of payment from a building condominium association does not, however, relieve the Lakes of Delray, Inc. from the responsibility for payment of all sums due and owing to the County under this Agreement, based on the total number of dwelling units (*i.e.*, 1408) benefitting from the services provided by the County.
4. This Agreement shall be in effect for a term of Two (2) years commencing on February 1, 2021 and terminating on January 31, 2023 and an option, if both parties agree, for Two (2) additional years from February 1, 2023 and terminating on January 31, 2025, unless terminated sooner in accordance with the terms of this Agreement. The County's representative/liaison during the performance of this Agreement shall be Palm Tran's Revenue Administrator, whose telephone number is 561-812-5310. The Lakes of Delray, Inc.'s representative/liaison during the performance of this Agreement shall be Stan Latopolski, whose telephone number is 561-495-1598.
5. The individual building condominium associations may remit to County at the address on the invoice, on a monthly basis, and within thirty (30) days of their receipt of a Statement of Billing, the sum owed to County for the transportation services provided for the current month. In the event the County does not receive payment for an individual building condominium association within the thirty (30) day period, the Lakes of Delray, Inc. shall immediately remit to County payment in full for any

and all sums due and owing to the County.

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7. The residents of the Lakes of Delray, Inc. may utilize other routes of the County's transit system. Residents using any transportation service or routes other than Routes 70, 81, and 88 are responsible for payment of the fares established for usage of such service or route.
8. Lakes of Delray, Inc. shall save, defend, indemnify, and hold harmless County, Palm Tran, Inc., and their respective officers, agents, employees, and servants from and against any and all claims, liability, losses, and/or causes of actions that are related to physical damage to Lakes of Delray, Inc.'s road network and that occur as a result of the operation of the County's transit equipment upon the Lakes of Delray, Inc.'s roadways, driveways, and other adjoining paved surfaces, including but not limited to those owned, controlled, or maintained by any individual building association; provided, however, that said agreement to save, defend, indemnify, and hold harmless shall not apply to those intentional or negligent acts or omissions of County. Lakes of Delray, Inc. represents that it has sustained no damage to its roadway network, including those roads owned, controlled, or maintained by any individual building condominium association, resulting from the prior operation of Palm Tran buses or vehicles. Lakes of Delray, Inc. further warrants that its roadways

are adequate for the purposes contemplated under this Agreement.

9. County and the Lakes of Delray, Inc. each binds themselves and their partners, successors, executors, administrators, transferors, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, transferors, and assigns of such other party in respect to all covenants of this Agreement. Lakes of Delray, Inc. shall not assign, sublet, convey, transfer, or otherwise encumber its interest in this Agreement, in whole or in part, without the prior written consent of the County.
10. Nothing contained herein shall be construed as creating any personal liability on the part of any officer, agent, or employee of County, Palm Tran, Inc., or Lakes of Delray, Inc., nor shall it be construed as giving any rights or benefits hereunder to any other person or entity. County's obligations shall be strictly limited to those expressly set forth in this Agreement. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than County, Palm Tran, Inc., or Lakes of Delray, Inc. The County shall have no obligation to any individual, Resident or other entity, association, or group who is in anyway associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon County.
11. The County's performance and obligations under this Agreement are contingent upon an annual appropriation for the purposes described in this Agreement by the Board of County Commissioners.
12. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County.
13. No remedy conferred herein upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy, shall preclude any other or further exercise thereof. Moreover, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such waiver shall

only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver. The modification of any term or provision may be accomplished only by a written amendment executed by both parties.

14. Nothing contained in this Agreement shall create an agency relationship between the parties or between Palm Tran, Inc. and Lakes of Delray, Inc. or any unit Resident or owner.
15. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. Should any provision of this Agreement be held invalid by a court of competent jurisdiction, such determination shall not affect the remaining portions of the Agreement.
16. Lakes of Delray, Inc. agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement, and that all of its employees and Residents are and will be treated equally by Lakes of Delray, Inc. without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the policy of the Board of County Commissioners of Palm Beach County that it will not conduct business with nor appropriate funds to any organization that practices discrimination on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Lakes of Delray, Inc. will submit a copy of its non-discrimination policy, which is consistent with the above paragraph and Palm Beach County Board of County Commissioner Resolution No. R-2014-1421, as amended. In the alternative, if the Lakes of Delray Inc., does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County's representative/liaison, attached hereto as Exhibit A, that it will conform to the County's non-discrimination policy as provided in R- 2014-1421, as

amended.

17. The County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Palm Beach County Code, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor and inspect the activities of any entity contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440. Such violation is punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

18. Lakes of Delray, Inc. further agrees that it shall maintain, in Palm Beach County, Florida, all records relating to this Agreement, including but not limited to any records pertaining to the issuance, distribution, tracking and use of any color coded decals issued to authorized users, for a period of at least five (5) years following the expiration of this Agreement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Such records shall be made available to County, Palm Tran, Inc. and state and federal agencies, for the purpose of review, inspection, audit, and reproduction, during regular business hours, at the Lakes of Delray, Inc.'s address identified in Section 21 of this Agreement.
19. This Agreement may be canceled by the Lakes of Delray, Inc., with or without cause, upon sixty (60) days' prior written notice to County. This Agreement may be terminated by County, without cause and for convenience of the County, upon thirty (30) days' prior written notice to Lakes of Delray, Inc. In the event Lakes of Delray, Inc. fails to perform, or has breached any provision of this Agreement, and has failed to cure the failure or breach within ten (10) days, or such additional time granted by County, from the date of the notice provided by County to Lakes of Delray, Inc. of the failure or breach, the County may immediately terminate this Agreement for cause upon written notice to Lakes of Delray, Inc.

20. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. No modification, amendment, or alteration shall be effective unless contained in a written document executed with the same formality and equality of dignity as this Agreement.

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Lakes of Delray, Inc. shall execute by manual means only, unless the County provides otherwise.

21. All notices required under this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Palm Tran, Inc.
Attn: Executive Director
3201 Electronics Way
West Palm Beach, Florida 33407

If sent to the Lakes of Delray, Inc., notices shall be addressed to:

Lakes of Delray, Inc.
Attn: Stan Latopolski, Community Association Manager
15055 Ashland Boulevard
Delray Beach, Florida 33484

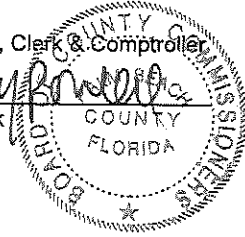
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County, and an officer of Lakes of Delray, Inc. with authority to bind the corporation has hereunto made and executed this Agreement, on behalf of Lakes of Delray, Inc., and each has set its hand the day and year above written.

R2021 0256

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

By: *Joseph Abruzzo*
Deputy Clerk



PALM BEACH COUNTY, by its ^{FEB 09 2021}
BOARD OF COUNTY COMMISSIONERS

By: *[Signature]*
Dave Kerner, Mayor

LAKES OF DELRAY, INC.

By: *[Signature]*
Signature

Herbert Cole Supervisor
Print or Type Name and Title

(CORPORATE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
Clinton B. Forbes, Executive Director
Palm Tran

EXHIBIT A

Lakes of Delray Inc. acknowledges it will conform to the County's non-discrimination policy:

It is hereby the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall neither conduct business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.

LAKES OF DELRAY, INC.

By: 

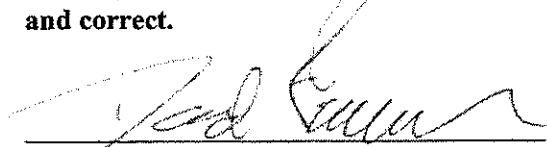
Stan Latopolski, Community Association Manager

(CORPORATE SEAL)

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Lakes of Delray Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

David Passman / President

(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 25th day of February, 2025, by DAVE PASSMAN.

Personally known OR produced identification .

Type of identification produced _____



NOTARY PUBLIC

My Commission Expires:
State of Florida at large



CATHERINE F. CUNNION
Commission # HH 252164
Expires June 26, 2026

(Notary Seal)