

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: November 18, 2008  Consent  Regular  
 Workshop  Public Hearing

Department:  
Submitted By: Engineering & Public Works  
Submitted For: Traffic Division

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** An Agreement with Colony Preserve Homeowners Association Incorporated (Community) for traffic control to be performed by the Palm Beach County Sheriff's Office.

**SUMMARY:** Approval of this Agreement authorizes the Palm Beach County Sheriff's Office to provide traffic control enforcement services within the above referenced private residential Community.

District 5 (MRE)

**Background and Justification:** Florida Statutes Section 316.006 provides that Palm Beach County (County) may exercise traffic control over private roads by written Agreement. The Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries in Palm Beach County, Florida. The Community desires to have Palm Beach County Sheriff's Office (Sheriff) control traffic upon its roadways. This will be provided at the discretion of the Sheriff. Should the Community desire deputies to be situated in its development at times outside normal hours, the Community understands that a separate contract must be executed with the Sheriff for additional services and that the Community will be invoiced by the Sheriff for such additional services.

**Attachments:**

1. Location Sketch
2. Agreements with Exhibits "A" "B" and "C" (3)

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Recommended By:           Dan Marshey            
Division Director

          10/16/08            
Date *[Signature]*

Approved By:           S. T. Wahl            
County Engineer

          10/23/08            
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>-0- (see below)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes  No

**Budget Account No.:**

Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program \_\_\_\_\_

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

This item has no additional fiscal impact.

**C. Departmental Fiscal Review:**                     *Quay*                    

**III. REVIEW COMMENTS**

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

Funding for routine law enforcement services and functions relating to traffic control within PBC's boundaries are included in the \$303.9 million budget in #0001-160-1601 in FY 2009 for the Sheriff.

*apwillhite 10-29-08*  
 10/28/08 OFMB SN 10/27/08 CN 10/23/08  
 (NO 10/28)

*Ann J. Javel* 10/29/08  
 Contract Dev. and Control  
 10/29/08

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

*Mylene Platt* 10/3/08  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

(This summary is not to be used as a basis for payment.)

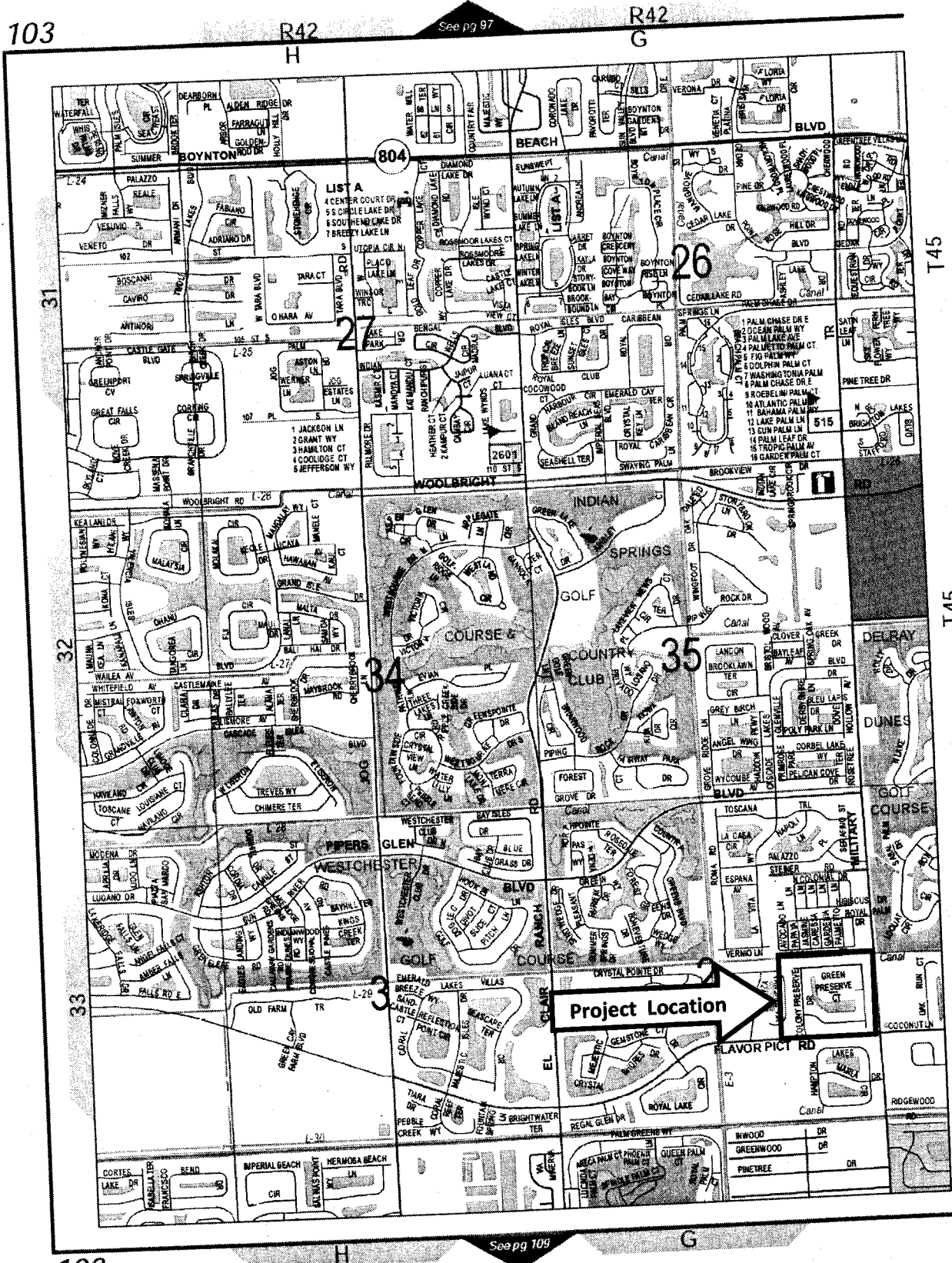
# COLONY PRESERVE HOMEOWNERS ASSOCIATION INCORPORATED

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R42  
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See pg 97

R42  
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103

See pg 109

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**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM  
BEACH COUNTY AND COLONY PRESERVE HOMEOWNERS  
ASSOCIATION INCORPORATED**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and **COLONY PRESERVE HOMEOWNERS ASSOCIATION INCORPORATED** representing a private residential community located in Palm Beach County, Florida, hereinafter **Community**.

**WITNESSETH:**

**WHEREAS**, Community owns/or controls the roadways within its development as private roads; and

**WHEREAS**, Section 316.006(3) provides that County may exercise traffic control jurisdiction over private roads by written agreement after consultation with the Palm Beach County Sheriff's Office, hereinafter Sheriff; and

**WHEREAS**, Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries in Palm Beach County, Florida.

**NOW, THEREFORE**, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. Community desires to have the Sheriff and his deputies control traffic upon its roadways during normal patrol hours (hereinafter Services). Should Community desire deputies to be situated in its development at times outside normal hours, Community understands that a separate contract shall be executed for additional services and Community will be invoiced for such additional services.
3. Community shall provide County with certification by a licensed engineer that the roadway signage is in accordance with the standards set forth in the *Manual on Uniform Traffic Control Devices* and Chapter 316, Florida Statutes (Exhibit A). In addition, Community shall provide an affidavit stating that Community does in fact own/or control the roadways within said development (Exhibit B).
4. County and Sheriff shall exercise the authority in Community's geographical area pursuant to this Agreement and granted by the laws of the State of Florida.
5. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services (hereinafter Operational Matters), and the control of personnel employed shall be within the sole discretion of the Sheriff.

6. Persons employed in the performance of Services provided are appointees of the Sheriff and not County. As appointees of the Sheriff they receive all benefits, training and promotion opportunities provided by the Sheriff.

7. This Agreement may be canceled by the County or Community for any reason after (60) days written notice has been provided to the other party with a copy to the Sheriff.

8. This Agreement is subject to modification in writing by the mutual consent of parties to this Agreement and executed with the same formality as the original Agreement.

9. All notices and/or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be deemed received three (3) business days following the notices being placed in the U.S. Mail. Notices are to be to the following:

As to the activities of the County and Community:

**PALM BEACH COUNTY:** Palm Beach County Attorney's Office  
Attention: Marlene Romano Everitt  
Assistant County Attorney  
P.O. Box 1989  
West Palm Beach, FL 33402-1989

With a copy to: Dan Weisberg, P.E., Director  
Traffic Division  
Palm Beach County Engineering and  
Public Works Department  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

**COMMUNITY:** Colony Preserve Homeowners Association  
Incorporated  
Attention: Dan Pipher (President)  
c/o Prime Management Group  
Dee Dee Barry (Property Manager)  
6300 Park of Commerce Boulevard  
Boca Raton, FL 33487  
(561) 989-5098

As to contract administration of the Operational Matters under this Agreement:

**SHERIFF:** Palm Beach County Sheriff's Office  
Attention: Commander of Traffic Division  
3228 Gun Club Road  
West Palm Beach, FL 33406  
(561) 688-3508

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by County and Sheriff under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.

11. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

12. The parties acknowledge that they have consulted with Sheriff as required by Florida Statutes 316.006(3)(b)(2). See acknowledgment of consultation a copy of which is attached hereto and incorporated herein as Exhibit C.

13. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be valid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

15. This Agreement shall be construed by and governed by the laws of the State of Florida.

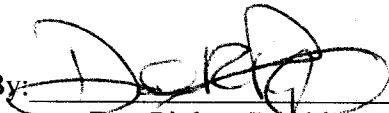
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

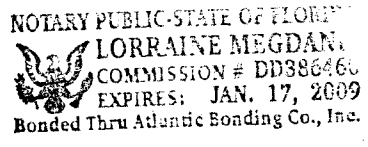
COMMUNITY:

Colony Preserve Homeowners Association  
Incorporated  
Attention: Dan Pipher (President)  
c/o Prime Management Group  
Dee Dee Barry  
6300 Park of Commerce Boulevard  
Boca Raton, FL 33487  
(561) 989-5098

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By:   
Dan Pipher, President

By: \_\_\_\_\_  
~~Addie L. Greene~~, Chairperson

ATTEST:   
NOTARY PUBLIC-STATE OF FLORIDA  
LORRAINE MEGDAN  
COMMISSION # DD388466  
EXPIRES: JAN. 17, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

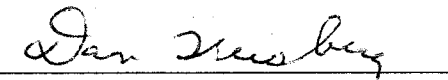
By: 

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: 

# Exhibit A

Cameron-Metcalf  
engineering consultants  
www.cameron-metcalf.com

24 July, 2008

Ms. Dee Dee Barry  
Prime Management Group  
6300 Park of Commerce Blvd  
Boca Raton, Florida 33487

Subject: Traffic Control Device Survey for Colony Preserve

Dear Ms Barry:

Prime Management Group contracted with Cameron-Metcalf, Engineers LLC, a certified Florida Professional Engineering firm, to perform a survey of Colony Preserve traffic control signs and markings. The signs and markings inside the subdivision were surveyed and analyzed for compliance with the Manual on Uniform Traffic Control Devices (MUTCD). The findings of this survey were presented in a report dated 2 July, 2007.

The discrepancies found at that time have been corrected. The signs and markings are in full compliance with MUTCD.

Please let me know if I can be of further assistance.

CAMERON-METCALF

*David D. Metcalf, 24 July 2008*

David D. Metcalf, P.E

President

Florida Professional Engineer License No. 63626

6416 Bromfield Trace, Centreville, Va 20120  
Phone: 561-389-2416 Cell 703-220-2769  
dmetcalf@cameron-metcalf.com



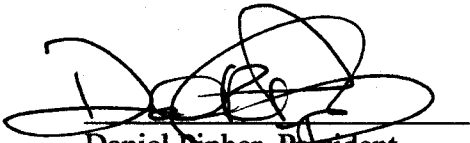
**Colony Preserve at Boynton Beach  
Home Owners Association, Inc.**

**AFFIDAVIT**

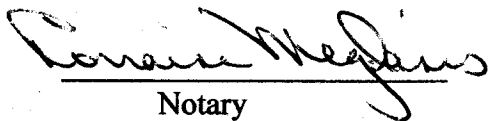
August 22, 2008

To Whom It May Concern:

All roads within the Colony Preserve at Boynton Beach Community are owned by, maintained by, and under the control of the Colony Preserve Home Owners Association.



Daniel Pipher, President  
Colony Preserve Home Owners Association



Notary

NOTARY PUBLIC-STATE OF FLORIDA  
LORRAINE MEGDANIS  
COMMISSION # DD386460  
EXPIRES: JAN. 17, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Seal

8/22/08

Date

**PBSO ACKNOWLEDGMENT OF CONSULTATION**

Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledges that Palm Beach County has consulted with a designee of the Palm Beach County Sheriff's Office regarding the agreement for enforcement of the state traffic laws over the private road or roads which are owned or controlled by Colony Preserve Homeowners Association Incorporated, a private residential community.

**FISCAL IMPACT**

There is no fiscal impact to the Palm Beach County Sheriff's Office resulting from routine enforcement in regard to the Agreement for Traffic Control Jurisdiction between Palm Beach County and Colony Preserve Homeowners Association Incorporated.

Date: 9-22-08

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

Title: Sheriff