

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> July 20, 2010	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
	<input type="checkbox"/> <b>Workshop</b>	<input type="checkbox"/> <b>Public Hearing</b>

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**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 Floral Lakes Community Association Incorporated (Community) for traffic control jurisdiction to be performed by the Palm Beach County Sheriff's Office (Sheriff).

**SUMMARY:** Approval of this Agreement will authorize the Sheriff to provide traffic control enforcement services within the Community.

District 5 (MRE)

**Background and Justification:** Section 316.006, Florida Statutes, provides that Palm Beach County (County) may exercise traffic control jurisdiction over private roads by written Agreement after consultation with the Sheriff. The Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries. The Community desires to have the Sheriff and his deputies 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, C (3)
- 

**Recommended By:** Stan Murby  
 Division Director

06/15/10  
 Date

**Approved By:** A. T. Wehl  
 County Engineer

6/25/10  
 Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact: \*\*\*See Below\*\*\*

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	*\$ -0-	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_  
Budget Acct 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: Abwillhite

## 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 Palm Beach County's boundaries are included in the current budget for the Sheriff.

[Signature] 6/28/10  
OFMB MCB 6-29-10 6/29/10  
MEB 6/29/10  
SA 6/30/10 6/29/10

[Signature] 6/30/10  
Contract Dev. and Control  
2 Jones 6/30/10

### B. Approved as to Form and Legal Sufficiency:

[Signature]  
Assistant County Attorney

### C. Other Department Review:

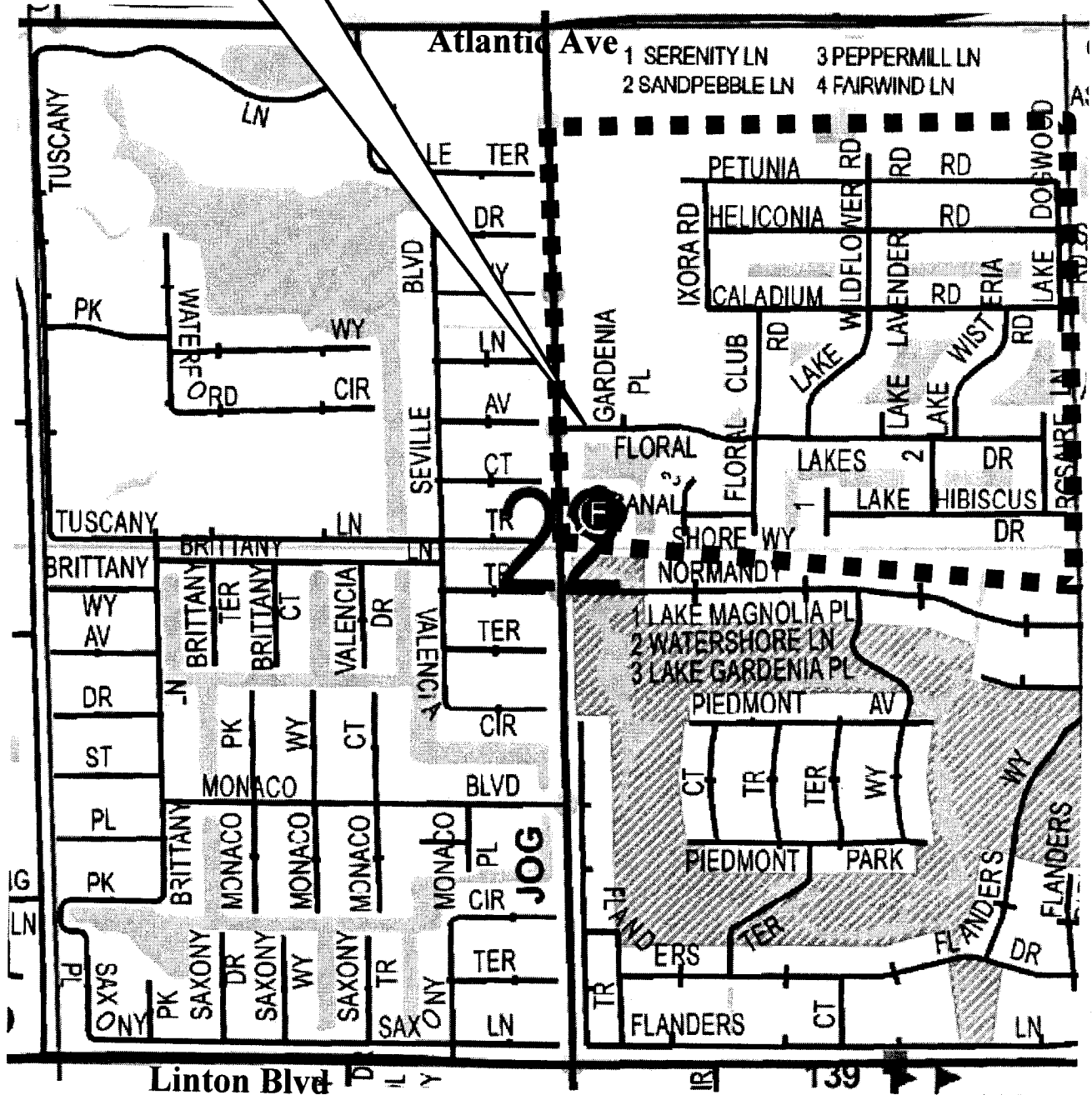
\_\_\_\_\_  
Department Director

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

## Attachment 1



## Project Location



**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM  
BEACH COUNTY AND FLORAL LAKES COMMUNITY ASSOCIATION  
INCORPORATED**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and **FLORAL LAKES COMMUNITY 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: Floral Lakes Community Association Inc.  
Attention: Jerry Brownstein (President)  
C/o Floral Lakes Community Association  
Robin Dimitrakis  
15301 Floral Club Road  
Delray Beach, FL 33484  
(561) 638-1330

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.

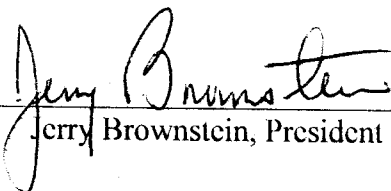
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

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

COMMUNITY:

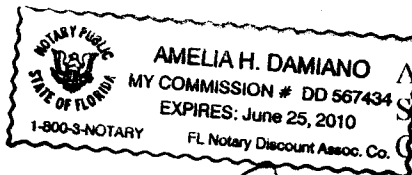
Floral Lakes Community Association Incorporated  
Attention: Jerry Brownstein (President)  
c/o Floral Lakes Community Association  
Robin Dimitrakis  
15301 Floral Club Road  
Delray Beach, FL 33484  
(561) 638-1330

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

By:   
Jerry Brownstein, President

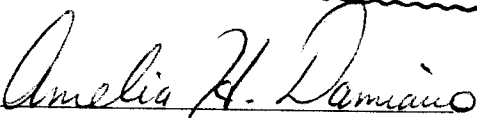
By: \_\_\_\_\_  
Burt Aaronson, Chairperson

ATTEST:



ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

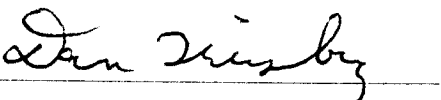
By: 

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: 



**R.J.Behar & Company, Inc.**  
Engineers • Planners

**Exhibit A**

May 6, 2010

Floral Lakes Homeowners Association  
c/o Campbell Property Management  
15301 Floral Club Road  
Delray Beach, FL 33484  
Attn: Robin Dimitrakis, Manager

**RE: Certification of Traffic Signing and Marking  
Floral Lakes Subdivision**

Dear Ms. Dimitrakis:

As requested, we have re-inspected the roadway signing and marking traffic installations, inside the gated community of Floral Lakes subdivision of Delray Beach, Florida, on May 5, 2010. We have found the upgraded installations to be in full compliance with all standard Palm Beach County and State of Florida Traffic standards as set forth by the Manual of Uniform Traffic Control Devices (MUTCD) (2009 Edition), the Palm Beach County traffic standards and applicable laws and codes in the State of Florida.

Sincerely,  
RJ Behar & Company, Inc.

A handwritten signature in black ink, appearing to read 'Sean O'Keefe', with the date '5.6.10' written below it.

5.6.10  
Sean O'Keefe, P.E.

Project Manager  
Professional Engineer No. 41766

12788 W Forest Hill Blvd., Suite 2003B, Wellington, FL 33414  
Tel: (561) 333-7000 Fax: (561) 333-7001

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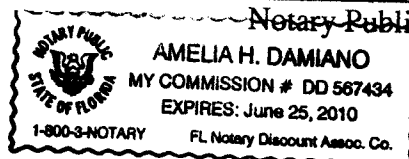


STATE OF FLORIDA )  
 )ss:  
COUNTY OF PALM BEACH )

1. I am the President of the Floral Lakes Community Association, Inc. ("Association"), a Florida non-profit corporation and homeowners' association organized pursuant to Florida Statute §720.
2. The statements made herein are true, correct and made upon my own personal knowledge.
3. I am the President of the Association and have the power to execute this affidavit on behalf of the Association.
4. The Association maintains, owns and controls the roadways in which the Association intends to enter into an agreement with Palm Beach County to patrol.

By: Jerome Brownstein  
Jerome Brownstein  
Its: President

Amelia H. Damiano  
Notary Public State of Florida



Amelia H. Damiano  
Printed Name of Notary Public

**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 FLORAL LAKES COMMUNITY ASSOCIATION, INC. 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 FLORAL LAKES COMMUNITY ASSOCIATION, INC.

Date: 5-25-10

By: [Signature]

Title: Sheriff