

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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**Meeting Date:**      **March 10, 2015**       **Consent**       **Regular**  
     **Ordinance**       **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 Canyon Isles Homeowners Association, Inc. (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 enforcement of the traffic laws of the state upon its roadways during normal patrol hours 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 in the County. The Community desires to have the Sheriff provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours within the Community at the discretion of the Sheriff. Should the Community desire the Sheriff 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.

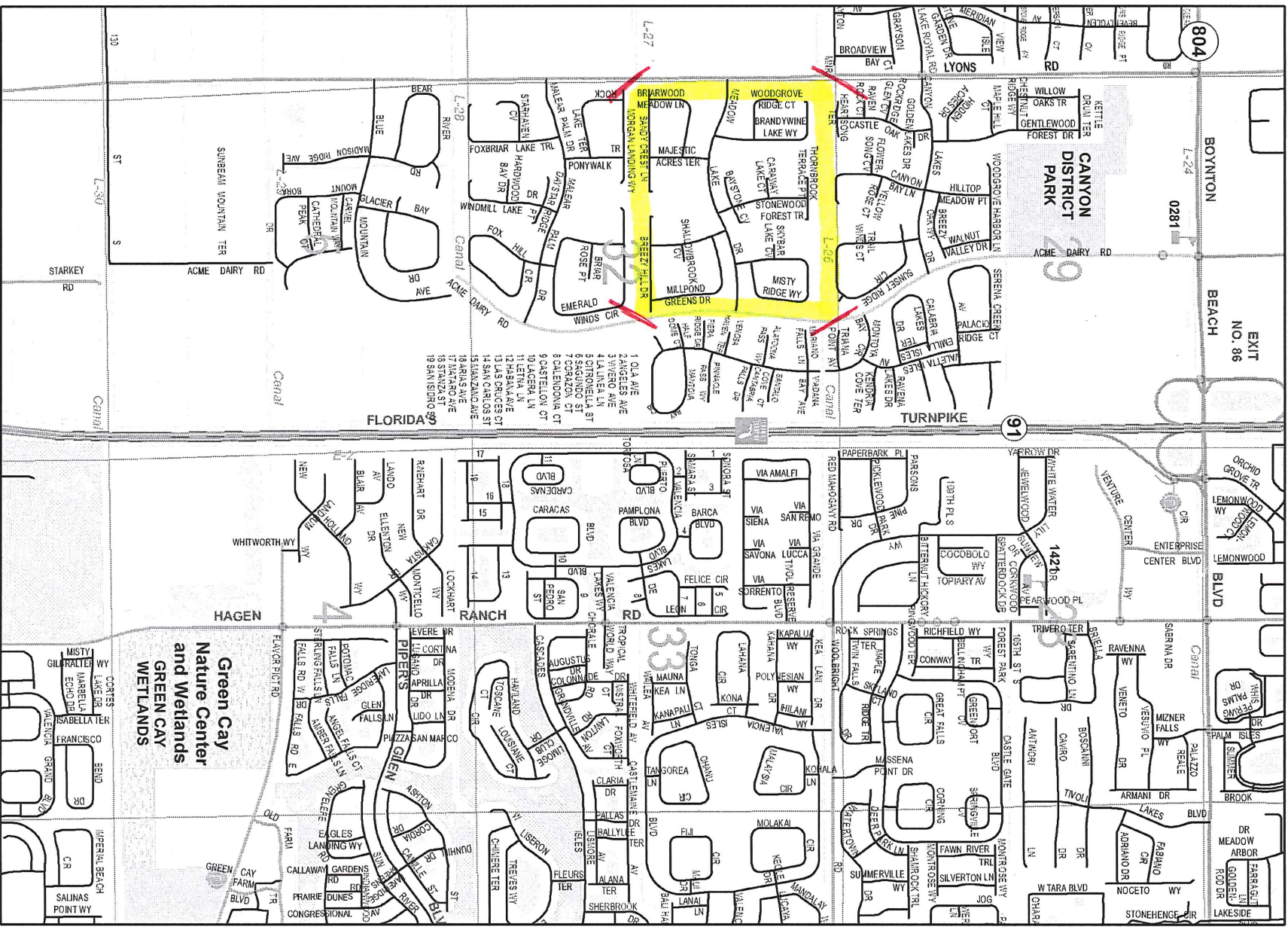
**Attachments:**

- 1. Location Sketch
- 2. Agreement with Exhibits A, B, C (3)

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<b>Recommended By:</b>	<i>Dan Nusberg</i>	02/03/15 <i>YN</i>
	<b>Division Director</b>	<b>Date</b>
<b>Approved By:</b>	<i>A. J. White</i>	2/10/15
	<b>County Engineer</b>	<b>Date</b>





TWP 45

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TWP 45

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TWP 46

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RNG 42

RNG 42

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Location Sketch

**Green Cay  
Nature Center  
and Wetlands  
and Green Cay  
WETLANDS**

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND CANYON ISLES HOMEOWNERS ASSOCIATION, INC.**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, hereinafter, and **CANYON ISLES HOMEOWNERS ASSOCIATION, INC. (COMMUNITY)** representing a private residential community located in Palm Beach County, Florida.

**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 the **SHERIFF** to provide for enforcement of traffic laws of the state on the **COMMUNITY** roads 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** provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours (**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 (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:** Canyon Isles Homeowners Association, Inc.  
Attention: Richard Dyer, President  
c/o Seacrest Services, Inc  
Paula Davis, Property Manager  
8660 Meadow Lake Drive  
Boynton Beach, Fl 33473  
561-734-8840

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 **COUNTY** has 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.

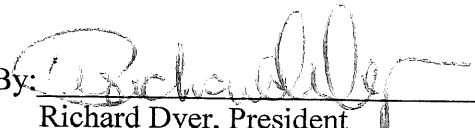
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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COMMUNITY:

CANYON ISLES HOA, INC.  
Attention: Richard Dyer, President  
C/o Seacrest Services, Inc.  
Paula Davis, Property Manager  
8660 Meadow Lake Drive  
Boynton Beach, FL 33473  
561-734-8840

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

By:   
Richard Dyer, President

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor  
Shelley Vana, Mayor

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:   
Director



**CRAIN ATLANTIS  
ENGINEERING INC.**

*Consulting Engineers and Architects*

EB-00027488

AA26001858

December 18, 2014

Canyon Isles Homeowners Association  
C/o Paula Davis  
8660 Meadow Lakes Drive  
Boynton Beach, FL 33473

**Re: Canyon Isles Homeowners Association  
CAE: 2014.15 Roadway Study**

Dear Paula Davis,


A site visit was made December 12, 2014 to observe the improvements made to the community in regard to compliance with County, Local and MUTCD recommendations for roadway striping and signage.

The Canyon Isles Community is located in Boynton Beach, Palm Beach County, Florida and the improvements are in accord with the above criteria.

Comments: The installation of fire hydrant delineators is in process and consideration should be given for installation of double line striping at roadway curves although residential streets are considered "low volume."

It is suggested that Canyon Isles HOA contact the Palm Beach County Sheriff's Office to request Police Patrol for the community.

Sincerely,  
**Crain Atlantis Engineering, Inc.**

  
George M. Petrocelli, PE  
Vice President



AFFIDAVIT

I, Richard Dyer, President of Canyon Isles Homeowners Association, Inc. certify that I have the authority to act on behalf of the Association. I further certify that Canyon Isles Homeowners Association, Inc. owns the roadways within its development. We hereby request that the Palm Beach County Sheriff's Department begins to patrol these roadways in our community. Enclosed with the Affidavit is a letter from a Registered Professional Engineer who performed a traffic survey within the Canyon Isles Homeowners Association, Inc. development. The letter states that the roadways in our community meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD).

It is our understanding that we meet the requirements of the Sheriff's Department by having this traffic survey complete, and we are submitting this information for your records. We respectfully request to contract with the Palm Beach County Sheriff's Office for patrols in our neighborhood, to begin as soon as possible.

Canyon Isles Homeowners Association, Inc.

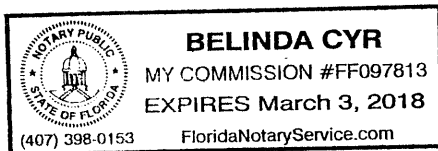
Richard Dyer  
Richard Dyer

12/18/14  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 18 day of December, 2014, by Richard Dyer who is personally known to me or who has produced \_\_\_\_\_ as identification.

ATTEST: Belinda Cyr  
Notary (Seal)



**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 Canyon Isles Homeowners 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 regards to the Agreement for Traffic Control Jurisdiction between Palm Beach County and Canyon Isles Homeowners Association, INC. (Agreement). Therefore, the Palm Beach Sheriff's Office hereby waives the statutory requirement that establishes October 1 as the effective date of the Agreement. The Palm Beach Sheriff's Office will commence enforcement of the traffic laws of Florida as provided in the agreement as soon as possible.

Date: 1/6/15  
By: [Signature]  
Title: Sheriff