

Location Sketch



0 600 1200  
GRAPHIC SCALE

**LEGEND**

- INDICATES ROAD
- - - - - INDICATES CANALS, WATERWAYS, OR DRAINAGE LINES
- INDICATES "PHASE" OR "SECTION" NUMBER
- ▬ INDICATES DIVISION BETWEEN PHASE OR SECTION

# CALOOSA

A RURAL COMMUNITY OF 5 ACRE HOMESITES  
BY FOX TRAIL, INC., PHONE 305-842-2813

"AS BUILT" BRIDGES  
11-15-82 *afm*

COMMANE W. SCHAEFFER CONSULTING ENGINEERS  
REV. 10/15/82

**BENCH MARK**  
land surveying and mapping

DATE	BY	CHKD.	APP.
11-15-82	afm		

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND CALOOSA PROPERTY OWNERS ASSOCIATION, INC.**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, and **CALOOSA PROPERTY OWNERS 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 here 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**, 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 sixty (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 mailed to the following:

As to the activities of the **COUNTY** and **COMMUNITY**:

**PALM BEACH COUNTY:** Palm Beach County Attorney's Office  
Attn: Howard Falcon  
Assistant County Attorney  
P.O. Box 1989  
West Palm Beach, FL 33402-1989

With a copy to: Palm Beach County Engineering and Public Works  
Attn: Tanya McConnell, P.E., Deputy County Engineer  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

**COMMUNITY:** Caloosa Property Owners Association, Inc.  
Attn: King's Association Management, Inc.  
P.O. Box 21229  
Palm Beach Gardens, FL 33420

As to contract administration of the **SERVICES** under this Agreement:

**SHERIFF:** Palm Beach County Sheriff's Office  
Attn: 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, provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect 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 enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

COMMUNITY:

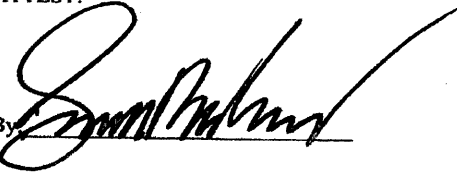
Caloosa Property Owners Association, Inc.  
Attn: King's Association Management, Inc.  
P.O. Box 32458  
Palm Beach Gardens, FL 33420  
561-627-0480

By:   
Carl Creedon  
As Its: Secretary

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

By: \_\_\_\_\_  
Paulette Burdick, Mayor

ATTEST:

By: 

ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

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

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Traffic Division

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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



McMAHON ASSOCIATES, INC.  
2090 Palm Beach Lakes Boulevard, Suite 400  
West Palm Beach, FL 33409  
p 561-840-8650 | f 561-840-8590

PRINCIPALS  
Joseph W. McMahon, P.E.  
Joseph J. DeSantis, P.E., PTOE  
John S. DePalma  
William T. Steffens  
Casey A. Moore, P.E.  
Gary R. McNaughton, P.E., PTOE

ASSOCIATES  
John J. Mitchell, P.E.  
Christopher J. Williams, P.E.  
R. Trent Ebersole, P.E.  
Matthew M. Kozsuch, P.E.  
Maureen Chlebek, P.E., PTOE  
Dean A. Carr, P.E.

October 27, 2016

VIA E-MAIL

Caloosa Homeowners Association  
c/o Bruce King  
Kings Management Services, Inc.  
13682 Sand Ridge Road  
Palm Beach Gardens, FL 33418

RE: Caloosa Traffic Control Survey – Certification Letter  
McMahon Project No. M15258.01

Dear Mr. King:

McMahon Associates, Inc. (McMahon) understands that subsequent to your receipt of the traffic control survey that we prepared for you, you entered into an agreement with a contractor to correct the issues detailed in the survey. Upon completion of the work by the contractor, per your instruction, McMahon inspected the conditions of the signage with respect to the recommendations from our study. The inspection was conducted on October 3, 2016.

Based on our final inspection, we find that the traffic control signage in the Caloosa neighborhood was in compliance with County, State, and Federal guidelines regarding such signage. This evaluation is specifically in regards to the condition of signage and the applicable standards on October 3, 2016. Therefore, it is my opinion as a Professional Engineer, registered with the State of Florida, that the signage in your community meets the criteria set forth in Florida State Statute 316.006, (3) (b), that permits the Palm Beach County Sheriff’s Office to routinely patrol the community and enforce traffic regulations.

Should you have any questions, please feel free to contact me.

Sincerely,

R. Trent Ebersole, P.E.  
Vice President & General Manager - Florida

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Engineering | Planning | Design | Technology

mcmahonassociates.com



EXHIBIT "B"

AFFIDAVIT

I, Carl Creedon, Secretary of Caloosa Property Owners Association, Inc. (... POA) certify that I have the authority to act on behalf of the Association. I further certify that Caloosa Property Owners 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 ..... POA 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.

Caloosa Property Owner's Association, Inc.

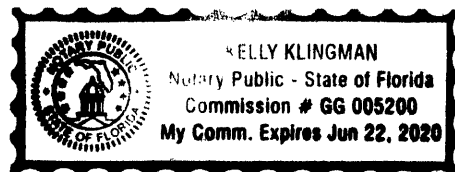
  
Name

11/9/2016  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 9th day of November, 2016, by Carl Creedon who is personally known to me or who has produced \_\_\_\_\_ as identification.

ATTEST: Kelly Klingman 11/9/16  
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 Caloosa Property Owner's Association, Inc., 1400 Caloosa Blvd, Palm Beach Gardens, Florida 33418 a private residential community. Further, the Palm Beach Sheriff's Office hereby waives the statutory requirement that establishes October 1 as the effective date of the Agreement.

**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 Caloosa Property Owner's Association, Inc., (Agreement).

Date: 5/2/17  
By: [Signature]  
Title: Sheriff