

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	October 08, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

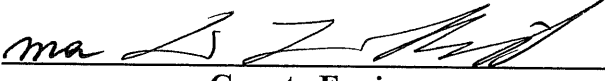

**Motion and Title:** Staff recommends motion to approve: an agreement with Pin-Gro-Vil, Inc. (Community) for enforcement of the traffic laws of the state to be performed by the Palm Beach County Sheriff's Office (Sheriff).

**SUMMARY:** Approval of this agreement will authorize the Sheriff to provide enforcement of the traffic laws of the state upon the private roadways during normal patrol hours within the Community. District 3 (LBH)

**Background and Justification:** Section 316.006, Florida Statutes, provides that Palm Beach County (County) may exercise traffic control over private roads by written agreement after consultation with the Sheriff. The Community wishes to contract with the County to have the Sheriff provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours 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 Map
- 2. Agreement with Exhibits A, B, and C (3)

Recommended By:		9/2/19
	County Engineer	Date
Approved By:		9/17/19
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

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

Budget Acct No.: Fund\_\_ Dept.\_\_ Unit\_\_ Object  
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

\*\*This item has no fiscal impact.

C. Departmental Fiscal Review: Alice Kovalainen

III. REVIEW COMMENTS

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

[Signature] 9/16/19  
OFMB 9/9/19

[Signature]  
Contract Dev. and Control 9/16/19

B. Approved as to Form  
and Legal Sufficiency:

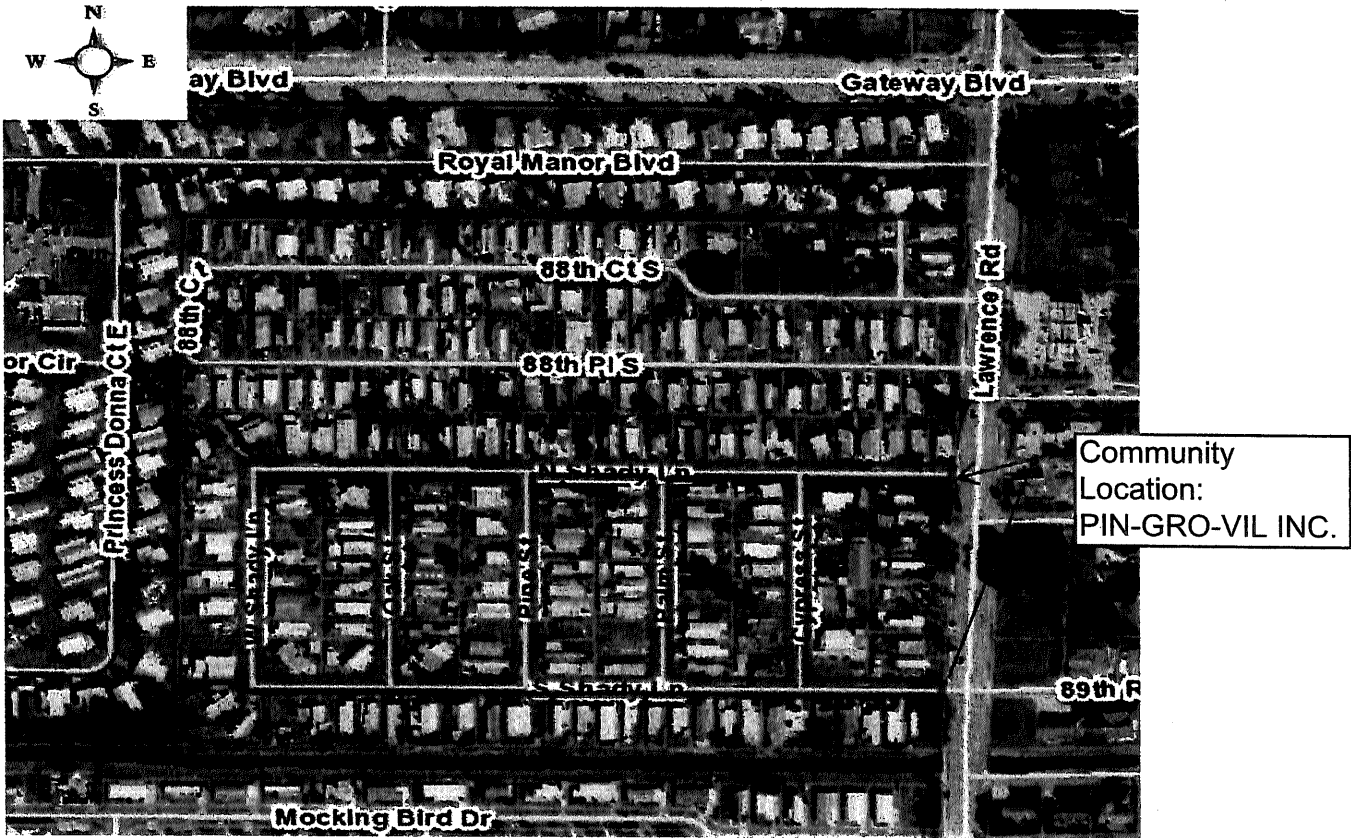
[Signature] 9/19/19  
Assistant County Attorney

C. Other Department Review:

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

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

LOCATION MAP



**AGREEMENT FOR ENFORCEMENT OF TRAFFIC LAWS OF THE STATE  
BETWEEN PALM BEACH COUNTY AND  
PIN-GRO-VIL, INC.**

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**THIS AGREEMENT FOR ENFORCEMENT OF TRAFFIC LAWS OF THE STATE (AGREEMENT)**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, by and through its Board of County Commissioners and PIN-GRO-VIL, INC. (**COMMUNITY**) (individually "Party" or collectively "Parties") representing a private residential community located in Palm Beach County, Florida.

**WITNESSETH:**

**WHEREAS**, the **COMMUNITY** owns or controls the private roadways within Pine Grove Village (**DEVELOPMENT**); and

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

**WHEREAS**, the **COMMUNITY** wishes to contract with the **COUNTY** for the **SHERIFF** to provide for enforcement of traffic laws of the state over the private roads in the **DEVELOPMENT**.

**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. The **COMMUNITY** desires to have the **SHERIFF** provide enforcement of the traffic laws of the state upon the **COMMUNITY's** roadways during normal patrol hours (**SERVICES**). Should the **COMMUNITY** desire the **SHERIFF** to be situated in its **DEVELOPMENT** at times outside normal patrol hours, the **COMMUNITY** understands that a separate contract shall be executed for additional services. The **COMMUNITY** will be invoiced for such additional services by the **SHERIFF's Contracts and Permits Division**.
3. The **COMMUNITY** has provided the **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**).
4. The **COMMUNITY** has provided an affidavit, affirming that the **COMMUNITY** owns or controls the roadways within the **DEVELOPMENT (Exhibit B)**.
5. The **COUNTY** and **SHERIFF** shall exercise their authority in the **DEVELOPMENT's** geographical area pursuant to this **AGREEMENT** and granted by the laws of the state of Florida.
6. 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**.
7. Persons employed in the performance of **SERVICES** provided are appointees of the **SHERIFF** and not the **COUNTY**. As appointees of the **SHERIFF**, they receive all benefits, training and promotion opportunities provided by the **SHERIFF**.
8. 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**.

9. 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**.

10. 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**:

**COUNTY:** Palm Beach County Engineering and Public Works  
Attn: Motasem Al-Turk, Ph.D., P.E. – Director, Traffic Division  
2300 North Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33411

With a copy to: Palm Beach County Attorney's Office  
Attn: Yelizaveta B. Herman  
Assistant County Attorney  
P.O. Box 1989  
West Palm Beach, FL 33402-1989

**COMMUNITY:** PIN-GRO-VIL, INC  
Attn: MARILYN DRUMHEISER, PRESIDENT  
8934 CYPRESS STREET  
BOYNTON BEACH, FL 33436  
Phone #: 561-752-9402

As to the contract for the administration of the **SERVICES** under this **AGREEMENT**:

**SHERIFF:** Palm Beach County Sheriff's Office  
Attn: Lt. Paul Rispoli  
3228 Gun Club Road  
West Palm Beach, FL 33406  
(561) 687-6825

11. The exercise for the enforcement of traffic laws provided for herein shall be in addition to the jurisdictional authority presently exercised by the **COUNTY** and **SHERIFF** under law, and nothing in this **AGREEMENT** shall be construed to limit or remove any jurisdictional authority.

12. The **COMMUNITY** shall protect, defend, reimburse, indemnify and hold the **COUNTY**, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this **AGREEMENT** or due to the acts or omissions of the **COMMUNITY**.

13. The **COUNTY** has consulted with the **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**.

14. 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.

15. 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**.

16. This **AGREEMENT** shall be construed by and governed by the laws of the State of Florida.

17. 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.

18. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **COMMUNITY**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **COMMUNITY** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **COMMUNITY** is specifically required to:

- A. Keep and maintain public records required by the **COUNTY** to perform services as provided under this **AGREEMENT**.
- B. Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The **COMMUNITY** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the **AGREEMENT**, if the **COMMUNITY** does not transfer the records to the public agency.
- D. Upon completion of the **AGREEMENT**, the **COMMUNITY** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **COMMUNITY** unless notified by **COUNTY'S** representative/liaison, on behalf of the **COUNTY'S** Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If the **COMMUNITY** transfers all public records to the **COUNTY** upon completion of the **AGREEMENT**, the **COMMUNITY** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **COMMUNITY** keeps and maintains public records upon completion of the **AGREEMENT**, the **COMMUNITY** shall meet all applicable requirements for retaining public records. All records stored electronically by the **COMMUNITY** must be provided to the **COUNTY**, upon request of the **COUNTY'S** Custodian of Public Records, in a format that is compatible with the information technology systems of the **COUNTY**, at no cost to the **COUNTY**.

Failure of the **COMMUNITY** to comply with the requirements of this article shall be a material breach of this **AGREEMENT**. The **COUNTY** shall have the right to exercise any and all remedies available

to it, including but not limited to, the right to terminate for cause. The COMMUNITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE COMMUNITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMMUNITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

19. **INSURANCE**

A. The COMMUNITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements), as described herein. The COMMUNITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the COMMUNITY are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the COMMUNITY under the AGREEMENT.

B. **Commercial General Liability** - The COMMUNITY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY'S Risk Management Department. The COMMUNITY shall provide this coverage on a primary basis.

C. **Business Automobile Liability** - The COMMUNITY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident for all owned, non-owned and hired automobiles. In the event the COMMUNITY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the COMMUNITY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The COMMUNITY shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** - The COMMUNITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The COMMUNITY shall provide this coverage on a primary basis.

**Additional Insured** - The COMMUNITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The COMMUNITY shall provide the Additional Insured endorsements coverage on a primary basis.

E. **Waiver of Subrogation** - The COMMUNITY hereby waives any and all

rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the COMMUNITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the COMMUNITY enter into such an agreement on a pre-loss basis.

F. Certificate(s) of Insurance - Prior to execution of this AGREEMENT, the COMMUNITY shall deliver to the COUNTY, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County  
c/o Engineering Department & Public Works  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
Phone: (561)684-4101

G. Umbrella or Excess Liability - If necessary, the COMMUNITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

H. Right to Review - The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this AGREEMENT. The COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

20. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County R-2017-1770, as amended.

21. The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 to audit, investigate, monitor, and inspect the activities of the **COMMUNITY**, 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 shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

IN WITNESS WHEREOF, the undersigned Parties have executed this **AGREEMENT** on the day and year first written above.

EXECUTED by **COMMUNITY** this 12<sup>th</sup> day of September, 2019.

(COMMUNITY’S Seal)

ATTEST:

COMMUNITY:  
Pin-Grp-VII, Inc  
a Florida  
[Corporation/~~Not for Profit Corporation~~/etc.]  
licensed to do business in Florida

BY: Deborah Mitchler  
(Signature of other corporate officer)  
Deborah Mitchler  
(Print Name and Title)  
Treasurer

BY: Marilynn J. Drumheiser  
(Signature of President or Vice President)  
Marilynn J. Drumheiser  
(Print Name and Title)  
President

EXECUTED by **COUNTY** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(COUNTY Seal)

ATTEST:

Sharon R. Bock  
Clerk & Comptroller

Palm Beach County, A POLITICAL  
SUBDIVISION OF THE STATE OF  
FLORIDA, by and through its BOARD OF  
COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: ybh  
Yelizaveta B. Herman  
Assistant County Attorney

By: Motasem A. Al-Turk  
Motasem A. Al-Turk, Ph.D., P.E.  
Traffic Division Director

April 13, 2018

PIN-GRO-VIL, Inc.  
8934 Cypress Street  
Boynton Beach, Florida 33436

Attention: Ms. Marilyn Drumheiser

Reference: Pine Grove Sheriff's Department Certification  
Palm Beach County, Florida

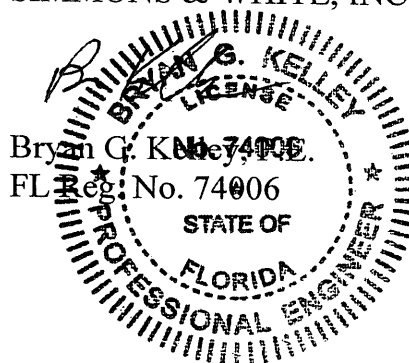
Dear Ms. Drumheiser:

Simmons & White, Inc. has completed our review of the traffic control features of the Pine Grove Village residential development which is located on the west side of Lawrence Road approximately 750 feet south of Gateway Boulevard in Palm Beach County, Florida.

The observed traffic controls appear to meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD). Specifically the traffic control signs are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. The posted speed limit within the community is 25 miles per hour. This letter serves as an Engineer's Certification of the above. If you should have any questions or require any additional information, please contact our office.

Sincerely,

SIMMONS & WHITE, INC.



BGK/sa x:/docs/misc/tr/bryan/17108Drumheiser.certification

Simmons & White, Inc  
2581 Metrocentre Boulevard West Suite 3 West Palm Beach Florida 33407  
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com  
Certificate of Authorization Number 3452

**AFFIDAVIT**I, MARILYNN DRUMHEISER of PIN-GRO-VIL, INC.

(COMMUNITY), certify that I have the authority to act on behalf of the COMMUNITY. I further certify that the COMMUNITY owns or controls the roadways within PINE GROVE VILLAGE (DEVELOPMENT).

Enclosed with this Affidavit is a letter from a registered professional engineer who performed a traffic survey within the COMMUNITY'S DEVELOPMENT. The letter states that the roadways within the DEVELOPMENT meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD). Our understanding is that we meet the requirements of the Palm Beach County Sheriff's Office (SHERIFF) by having this traffic survey completed, and we are submitting this information for your records.

We respectfully request to contract with the SHERIFF for patrols within the DEVELOPMENT to begin as soon as possible.

PIN-GRO-VIL, INC.

Community Name

Marilynn J Drumheiser  
Signature / Print Name  
Marilynn J Drumheiser

04/06/2019  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 06 day of April, 2019, by Marilynn Drumheiser who is personally known to me or who has produced \_\_\_\_\_ as identification.

ATTEST:

Notary

Denise Denning

**DENISE DENNING**  
Commission # GG 230813  
Expires June 25, 2022  
Bonded Thru Budget Notary Services

**PBSO ACKNOWLEDGMENT OF CONSULTATION**

Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledges that Palm Beach County (**COUNTY**) has consulted with a designee of the Palm Beach County Sheriff's Office (**SHERIFF**) regarding the Agreement for Traffic Control Jurisdiction (**AGREEMENT**) for enforcement of the state traffic laws over the private road or roads that are owned or controlled by PIN-GRO-VIL, INC (**COMMUNITY**).

Further, the **SHERIFF** 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 **SHERIFF** resulting from routine enforcement in regards to the **AGREEMENT** between the **COUNTY** and **COMMUNITY**.

Date: 7/16/19  
By: [Signature]  
Print Name: Ric L. Bradshaw  
Title: Sheriff