



**AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE
STATE BETWEEN PALM BEACH COUNTY AND
Colors Le Palais of Boynton Beach Homeowners Association, Inc.**

THIS AGREEMENT FOR ENFORCEMENT OF THE 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 **Colors Le Palais of Boynton Beach Homeowners Association, 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 _____ **Colors Le Palais of Boynton Beach** _____ (**DEVELOPMENT**); and

WHEREAS, Section 316.006 (3)(b), Florida Statutes, provides that the **COUNTY** may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Section 316.006 (3)(b), Florida Statutes further requires the **COUNTY** to consult with a designee of the Palm Beach County Sheriff's Office (**SHERIFF**), regarding the agreement, as evidenced in **Exhibit C**; 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 hereby 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 traffic control devices within the **DEVELOPMENT** are in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) 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. Any proposed change to a traffic control device within the **DEVELOPMENT** must be submitted to the **COUNTY** in writing for review. The **COUNTY** will provide the **COMMUNITY** with written notification of its decision. The **COMMUNITY** shall not install nor modify any traffic control device within the **DEVELOPMENT** unless approved by the **COUNTY**.
7. The **COMMUNITY** shall grant **COUNTY** and **SHERIFF** access to the **DEVELOPMENT** as needed in order for the **COUNTY** and **SHERIFF** to fulfill its duties associated with this **AGREEMENT**.

8. The **COMMUNITY** shall be responsible for maintaining all traffic control devices within the **DEVELOPMENT**, as directed by the **COUNTY**.
9. The **COMMUNITY** shall reimburse the **COUNTY** for all actual costs incurred by the **COUNTY** related to traffic control. This includes but is not limited to costs incurred to review any proposed new traffic control devices and/or proposed change to a traffic control device submitted after the certification date in **Exhibit A**, and costs associated with the **COUNTY** inspecting traffic control devices within the **DEVELOPMENT**.
10. The **COMMUNITY** shall be responsible for regularly inspecting, identifying and replacing damaged or missing traffic control devices. The **COMMUNITY** shall notify the **COUNTY** of any damaged or missing traffic control device within two (2) weeks of discovery. The **COMMUNITY** shall repair and or replace any damaged or missing traffic control device within 90 days of discovery. The **COMMUNITY** shall notify the **COUNTY** of any repair or replacement of any traffic control device within 48 hours of the completed repair or replacement.
11. The **COMMUNITY** shall have 90 days to complete any **COUNTY** requested traffic control device repair or replacement within the **DEVELOPMENT**.
12. Under no circumstances shall the **COUNTY** incur any cost related to installing, inspecting, or maintaining any traffic control device within the **DEVELOPMENT**.
13. 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**.
14. 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**.
15. 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**.
16. This **AGREEMENT** is subject to modification in writing by the mutual consent of the Parties to this **AGREEMENT** and executed with the same formality as the original **AGREEMENT**.
17. 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, 3rd 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: Colors Le Palais of Boynton Beach Homeowners Association, Inc.
Attn: CAROLINA MANAGEMENT SERVICES, INC
PO BOX 740425
BOYNTON BEACH, FL 33474
Phone #: 561-968-2182

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

18. The exercise of enforcement of the 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.
19. 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.
20. The COUNTY has consulted with the SHERIFF as required by 316.006(3)(b)(2), Florida Statutes. See acknowledgment of consultation, a copy of which is attached hereto and incorporated herein as Exhibit C.
21. 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.
22. 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.
23. This AGREEMENT shall be construed by and governed by the laws of the State of Florida.
24. 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.
25. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the COMMUNITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, 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, Florida Statutes 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, Florida Statutes, 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 OR BY TELEPHONE AT 561-355-6680.

26. The COMMUNITY shall, at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, commercial general liability insurance with limits of at least \$1 million per occurrence, and include COUNTY and SHERIFF as Additional Insureds on such policy. 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 coverage. 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.
27. 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.
28. 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 6th day of July, 2020.

(COMMUNITY'S Seal)

ATTEST:

COMMUNITY: _____
Colors Le Palais of Boynton Beach Homeowners Association, Inc.
a Florida _____
[corporation/not for profit
corporation] licensed to do business in
Florida

BY: Mary Gray
(Signature of other corporate officer)
Mary Gray - TREASURER
(Print Name and Title)

BY: [Signature]
(Signature of President or Vice President)
STEVEN WELSH / PRESIDENT
(Print Name and Title)

COUNTY:

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Motasem Al-Turk
Traffic Division Director

EXECUTED by COUNTY this _____ day of _____, 20 ____.

(COUNTY Seal)

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ^{ybh} *Anne Helgard*
~~for~~ Yelizaveta B. Herman
Assistant County Attorney

November 11, 2020

Colors Le Palais of Boynton Beach HOA, Inc.
c/o Carolina Management Services, Inc.
Mr. Wayne Barney
3646 23rd Avenue South
Suite 109
Lake Worth, FL 33461

ATTN: Mr. Steven Welsh, President

RE: Palm Beach County Traffic Control Agreement
EXHIBIT A – Traffic Survey Letter and Map

Dear Mr. Welsh:

T. Y. Lin International has completed a survey of the traffic control devices in the Colors Le Palais Community as shown on the traffic survey map (Exhibits A-1 & A-2). The community is located between Jog Road and S Military Trail in Boynton Beach. One access point exists on Gateway Boulevard at Rousseau Pl and does not include a security gate or booth.

After extensive review, the community speed limit, all traffic control devices and regulatory traffic signs appear to comply with the Florida State Statutes, the Florida Department of Transportation Standards, the Manual on Uniform Traffic Control Devices (MUTCD), and the Palm Beach County Traffic Division Standards. Described below are further details regarding our field review:

Speed Limit

In my professional judgment the posted speed limit of 25 mph is appropriate for the entire community given the roadway geometrics, the relatively high number of driveways accessing the roadways, and sight distance limitations. In addition, the 25 mph speed limit is in accordance with the Florida Statutes Section 316.189 and Palm Beach County.

Regulatory Traffic Signs

A field review of the traffic control signs was found to comply with the requirements of the MUTCD. The following criteria was review:

- Sign Mounting Height – A minimum of 7 feet from the bottom edge of the sign to the ground.
- Sign Lateral Offset – A minimum of 2 feet from the edge of the pavement to the near edge of the sign.
- Sign dimensions – Comply with the MUTCD Table 2B-1 Regulatory Sign and Plaque Sizes.
- Reflectivity – Visual inspection of signs (and all new signs) meet the MUTCD reflectivity standards.
- Post Type – A metal decorative post with a black finish throughout the neighborhood.

Pavement Markings

The neighborhood roads were recently repaved and the pavement markings were updated in 2019. The markings include stop bars throughout the neighborhood and striping on Rousseau PI, the community entrance, which includes turning lane arrows, a double yellow centerline, white edge lines, and one crosswalk. All the pavement markings were found to comply with the MUTCD and were documented on the traffic survey map (Exhibits A-1 & A-2).

This letter serves as the Engineers Certification for the Colors Le Palais Community traffic control devices. If you have any questions or require further information, please feel free to contact me.

Sincerely,
T. Y. Lin International

Meaghan Capuano

Meaghan Capuano, P.E.
Transportation Engineer



Attachment

cc: Mary Brodbeck, Palm Beach County Engineering & Public Works - Traffic Division

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LEGEND:
 STOP SIGN
 SPEED LIMIT 25
 NO PARKING ANYTIME SIGN
 NO OUTLET SIGN

 PRIVATE PROPERTY SIGN
 PARKING THIS MONTH SIGN



TYLIN INTERNATIONAL

500 W. CYPRESS CREEK ROAD, SUITE 330
 FORT LAUDERDALE, FL 33309
 954.491.5556

LE PALAIS COMMUNITY

EXHIBIT A-1

EXISTING TRAFFIC SURVEY
 LOCATION MAP



Exhibit A
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LEGEND:
 STOP SIGN
 SPEED LIMIT SIGN 25
 NO PARKING ANYTIME SIGN
 NO OUTLET SIGN

PRIVATE PROPERTY SIGN
 PARKING THIS MONTH SIGN



TYLIN INTERNATIONAL

500 W. EXPRESS CREEK ROAD, SUITE 330
 FORT LAUDERDALE, FL 33309
 (561) 991-5566

LE PALAIS COMMUNITY EXHIBIT A-2

EXISTING TRAFFIC SURVEY
 LOCATION MAP

AFFIDAVIT

I, Steve Welsh of Colors Le Palais of Boynton Beach Homeowners Association, 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 Colors Le Palais of Boynton Beach (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.

Colors Le Palais of Boynton Beach Homeowners Association, Inc
Community Name

Steve Welsh Signature / Print Name STEVEN WELSH 8/13/19 Date
LG PALAIS HOA PRES.

STATE OF FLORIDA
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 13th day of August 2019, by Steven Welsh who is personally known to me or who has produced _____ as identification.

ATTEST: Kellie Brown
Notary (Seal)



PBSO ACKNOWLEDGMENT OF CONSULTATION

I, Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledge that Palm Beach County (**COUNTY**) has consulted with a designee of the Palm Beach County Sheriff's Office (**SHERIFF**) regarding the Agreement for Enforcement of the Traffic Laws of the State (**AGREEMENT**) over the private road or roads that are owned or controlled by Colors le Palais of Boynton Beach Homeowners Association, Inc. (**COMMUNITY**), as required by 316.006(3)(b)(2), Florida Statutes. 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: 1/30/2020

By: [Signature]

Print Name: Ric L. Bradshaw

Title: Sheriff