

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND [REDACTED]**

**THIS AGREEMENT**, made and entered into this [REDACTED] day of [REDACTED], 2017 between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, and [REDACTED] (**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: HOA Name  
Attn:  
Street Address  
City, State, Zip  
Phone #

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.

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

COMMUNITY:

HOA Name  
Attn:  
Street Address  
Street Address  
City, State, Zip  
Phone #

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

By: \_\_\_\_\_

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

ATTEST:

ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

By: \_\_\_\_\_

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

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Traffic Division

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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