

**AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE
STATE BETWEEN PALM BEACH COUNTY AND**

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 _____
_____ (**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 _____
_____ (**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, 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 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 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 the 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, 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: _____
Attn: _____

Phone #: _____

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 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.

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 316.006(3)(b)(2), Florida Statutes. 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, 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.

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 Chapter 440, Florida Statutes. The **COMMUNITY** shall provide this coverage on a primary basis.

E. **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.

F. **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.

G. **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

H. **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.

I. **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 _____ day of _____, 20_____.

(COMMUNITY’S Seal)

ATTEST:

COMMUNITY: _____
_____,
a Florida _____
_____ [corporation/not for profit
corporation] licensed to do business in
Florida

BY: _____
(Signature of other corporate officer)

BY: _____
(Signature of President or Vice President)

(Print Name and Title)

(Print Name and Title)

EXAMPLE

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, Ph.D., P.E.
Traffic Division Director

EXAMPLE