

Meeting Date: September 12, 2006 ☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Submitted For: Traffic Division

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
 NET FISCAL IMPACT	 <u><u>-0-</u></u>	 <u><u>-0-</u></u>	 <u><u>-0-</u></u>	 <u><u>-0-</u></u>	 <u><u>-0-</u></u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u>-0-</u>	 <u>-0-</u>	 <u>-0-</u>	 <u>-0-</u>	 <u>-0-</u>

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.:

Fund _____ Dept. _____ Unit _____ Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R.D. Ward 8/3/06

III. REVIEW COMMENTS

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

Jim Dink 8-22-06
OFMB

Jim J. Jacobson 8/23/06
Contract Dev. and Control
Done 8/23/06

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Monroe R. Patten 8/25/06
Assistant County Attorney

C. Other Department Review:

Department Director

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

f:\Traffic\Board\

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH
COUNTY AND VALENCIA ISLE HOME OWNERS ASSOCIATION,
INCORPORATED.**

THIS AGREEMENT, made and entered into this _____ day of _____, 2006 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**County**," and **VALENCIA ISLES HOME OWNERS ASSOCIATION, INCORPORATED** representing a private residential community located in Palm Beach County, Florida, hereinafter "**Community**."

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."

WHEREAS, Community wishes to contract with the County for performance of law enforcement services 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 hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. Community desires to have the Sheriff and his deputies control traffic upon its roadways during normal patrol hours (hereinafter "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 (hereinafter "Operational Matters"), 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 (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 to the following:

As to the activities of the County and Community:

PALM BEACH COUNTY:

Palm Beach County Attorney's Office
Attention: Marlene Romano Everitt
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

With a copy to:

Dan Weisberg, P.E., Director
Traffic Division
Palm Beach County Engineering and
Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

COMMUNITY:

Valencia Isles Home Owners Association, Inc.
Attention: Bob Lobman (President)
Julie Smith (Property Manager)
11200 Valencia Isles Blvd
Boynton Beach, FL 33437
(561) 369-4747

As to contract administration of the Operational Matters under this Agreement:

SHERIFF:

Palm Beach County Sheriff's Office
Attention: 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 parties acknowledge that they have 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, or provision hereof be held by a court of competent jurisdiction to be valid, such shall not effect 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 the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

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


COMMUNITY:

Valencia Isles Home Owners Association, Inc
Attention: Bob Lobman (President)
Julie Smith (Property Manager)
11200 Valencia Isles Blvd
Boynton Beach, Fl 33437
(561) 369-4747

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

X By: Robert Lobman

By: _____
Tony Masilotti, Chairman

NOTARY PUBLIC-STATE OF FLORIDA
 Julie Smith
Commission # DD435332
Expires: JULY 18, 2009
ATTEST: ~~James T. Adams~~ ~~Adams Bonding Co., Inc.~~

ATTEST:
SHARON R. BOCK, CLERK & CONTROLLER

By: Julie Smith

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Dan Meisberg



Exhibit A

RECEIVED

MAY 08 2006

March 21, 2006

TRAFFIC ENGINEERING

Valencia Isles H.O.A.
11200 Valencia Isles Boulevard
Boynton Beach, Florida 33437

Reference: Traffic Control Survey
Palm Beach County, Florida

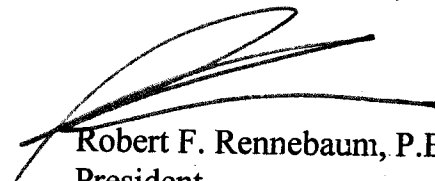
Gentlemen:

Simmons & White, Inc. has completed our review of the traffic control features in the Valencia Isles community which is located in Palm Beach County, Florida. The observed traffic controls currently meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the signs are in accordance with the applicable requirements regarding height, reflectivity, and location. In addition, we have reviewed the posted speed limit for the community and have found that the 25 MPH and 30 MPH speed limits are consistent with the State Statutes and the roadway geometrics given the existing encroachments limiting the side streets line of sight and stopping sight distance.

If you should have any further questions in regard to this matter, please do not hesitate to contact me.

Sincerely,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.
President
FL Reg. No. 41168

RFR/sa
05-44
0544.gentle

MAR 28 2006

Simmons & White, Inc.
5601 Corporate Way Suite 200 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

EXHIBIT "B"

I, Robert Lobman of Valencia Isles H.O.A., Inc. certify that I have the authority to act on behalf of the Association. I further certify that Valencia Isles H.O.A. owns the roadways within the limits of Valencia Isles. We hereby request that the Palm Beach County Sheriff's Department begins to patrol these roadways in our community. Enclosed with this Affidavit is a letter from a Registered Professional Engineer who performed a traffic survey within Valencia Isles. 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.

VALENCIA ISLES H.O.A.

Robert Lobman 5/1/06
Name Date

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me this 1 day of May, 2006.

ATTEST: Julie Smith
Notary (Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Julie Smith
Commission # DD435332
Expires: JULY 18, 2009
Bonded Thru Atlantic Bonding Co., Inc.

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 Valencia Isles H.O.A., Inc., a private residential community.

Date: 7.20.2006

By: [Signature]

Title: Deputy