

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
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-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No ____
 Budget Acct 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 1/25/07

III. REVIEW COMMENTS

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

Jim O'Neil 2/5/07
 OFMB

Jim J. Powell 2/17/07
 Contract Dev. and Control
 6 June 2/17/07

B. Approved as to Form and Legal Sufficiency:

Monica R. Pitts 2/12/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

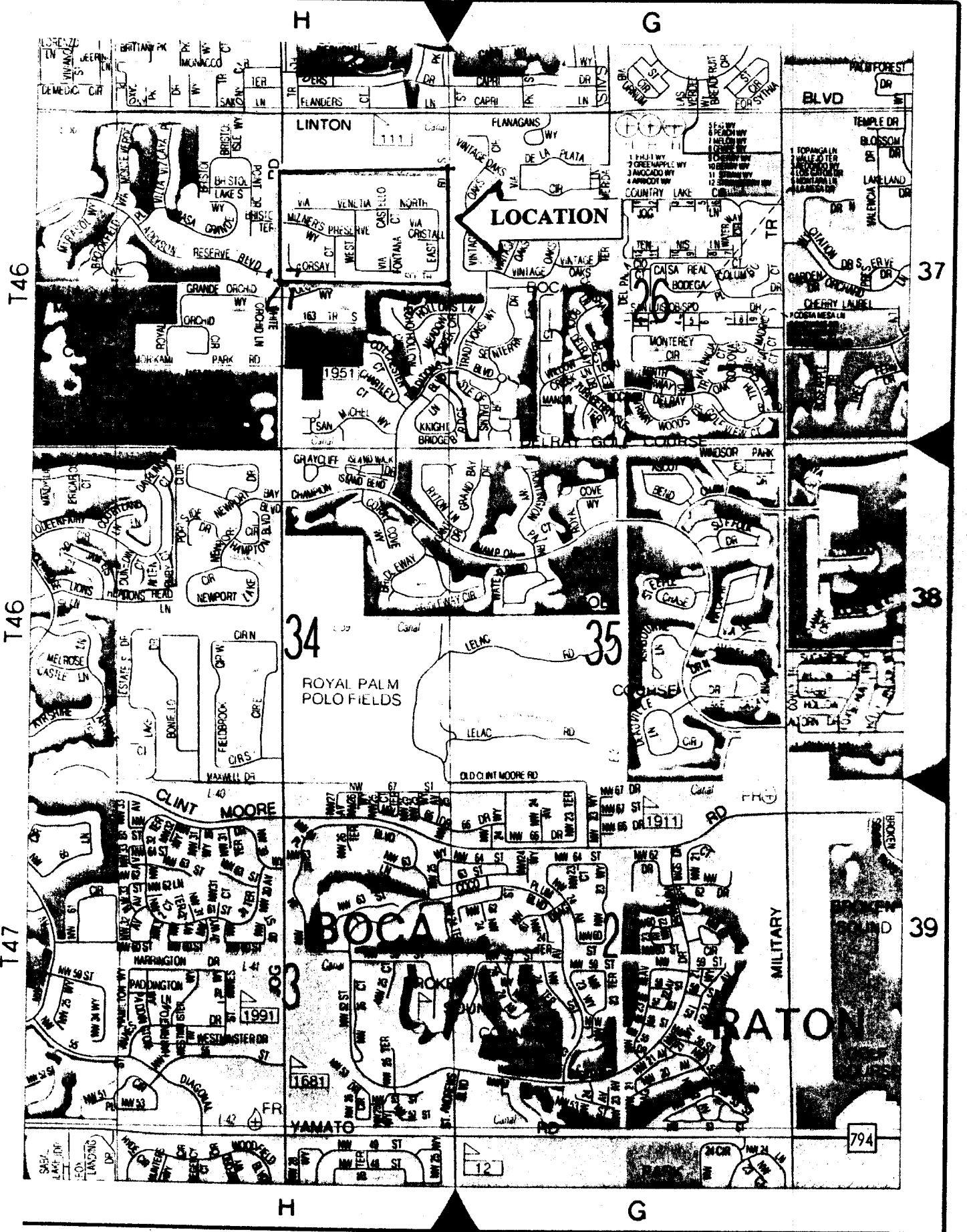
MIZNER'S PRESERVE HOMEOWNERS ASSOCIATION INCORPORATED

R42

SEE PG 109

R42

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SEE PG 122

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**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH
COUNTY AND MIZNER PRESERVE HOMEOWNERS ASSOCIATION
INCORPORATED.**

THIS AGREEMENT, made and entered into this _____ day of _____, 2007 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**County**," and **MIZNER PRESERVE HOMEOWNERS 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:

Mizner Preserve H.O.A., Inc.
Attention: Ira Salamon (President)
c/o Pamela Kane
Sachs Sax & Klein
301 Yamato Road
Suite 4150
Boca Raton, FL 33431

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.

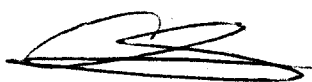
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

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

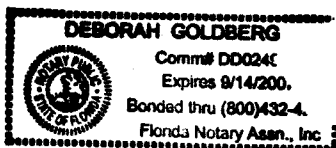
COMMUNITY:

Mizner Preserve H.O.A., Inc.
Attention: Ira Salamon (President)
c/o Pamela Kane
Sachs Sax & Klein
301 Yamato Road
Ste 4150
Boca Raton, FL 33431

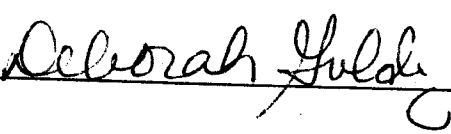
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: 
Ira Salamon, President

By: _____
Addie L. Greene, Chairperson

ATTEST: 

ATTEST:
SHARON R. BOCK, CLERK & CONTROLLER


By: 

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: 



November 16, 2006

Mr. Ira Salamon
President
Mizner's Preserve Homeowners Association
c/o Prime Management
6300 Park of Commerce Boulevard
Boca Raton, FL

**RE: Survey of Traffic Signing and Marking Inspection
Mizner's Preserve Subdivision**

Dear Mr. Salamon:

On Thursday, November 09, 2006 and Wednesday November 15, 2006, we have conducted our inspection and survey of the Traffic Signing and Marking of the Mizner's Preserve subdivision roadways in Delray Beach, Palm Beach County, Florida. Based on our survey, we certify that the traffic signing and marking installations are in compliance with the standards and the criteria/requirements set forth by the Manual of Uniform Traffic Control Devices (MUTCD) (2003 Edition), the Palm Beach County traffic standards and all applicable laws and codes in the State of Florida.

Sincerely,

Sean O'Keefe, P.E.
Project Manager
Professional Engineer No. 41766

12008 South Shore Blvd., Suite 207, Wellington, FL 33414
Tel: (561) 383-5588 Fax: (561) 383-5444

1150

AFFIDAVIT OF MIZNER'S PRESERVE HOMEOWNERS ASSOCIATION, INC.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

Before me, the undersigned authority, personally appeared IRA SALAMON, President of the Mizner's Preserve Homeowners Association, Inc., a non-profit corporation, who after being first duly sworn, deposes and says:

- 1. That his name is IRA SALAMON, and that he is the President of Mizner's Preserve Homeowners Association, Inc.
2. That Mizner's Preserve Homeowners Association, Inc., is the owner of all of the roads within the Mizner Preserve Development and is responsible for the road's maintenance and control.

FURTHER, AFFIANT SAYETH NAUGHT.

Under the penalties of perjury, I declare that I have read the foregoing Affidavit and the facts stated in it are true.

[Handwritten signature of Ira Salamon]

IRA SALAMON, President of Mizner's Preserve Homeowners Association, Inc.

WITNESS my hand and official seal at the County and State last aforesaid, this 22 day of November, 2006.



[Handwritten signature of Deborah Goldberg]
Notary Public, State of Florida
My Commission Expires:

[Checked] Personally Known to Me or Produced _____ as identification

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 Mizner Preserve Homeowners Association Incorporated., a private residential community.

Date: 01-03-2007
By: [Signature]
Title: Sheriff