

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007 Consent Regular
 Workshop Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Bay Hill Estates Property Owners Association Incorporated for traffic control jurisdiction to be performed by the Sheriff's Office.

Summary: This Agreement authorizes the Palm Beach County Sheriff's Office to provide traffic control enforcement services within the above-referenced private residential community.

District: 6 (M.R.E.)

Background and Justification: Section 316.006, 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. The 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. The community desires to have the Sheriff and his deputies control traffic upon its roadways. This will be provided at the discretion of the Sheriff. Should the community desire deputies to be situated in its development at times outside normal hours, the community understands that a separate contract must be executed with the Sheriff's Office for additional services and that the Community will be invoiced by the Sheriff's Office for such additional services.

Attachments:

- 1. Location Sketch
- 2. Agreements with Exhibits A, B, C (3)

Recommended By: Ma. Jan Nesby
Division Director

06/05/07 [Signature]
Date

Approved By: S. T. Wabli
County Engineer

6/12/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
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: E. D. Ward 6/5/07

III. REVIEW COMMENTS

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

There is no fiscal impact per the Palm Beach Sheriff's Office.

[Signature] 6/21/07
 OFMB
ack 6-18-07
[Signature] 6/21/07

[Signature] 6/22/07
 Contract Dev. and Control
[Signature] 6/22/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 6/26/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

N

M

T42

T42

T42

10

11

12

PALM BEACH GARDENS

10

11

LOXAHATCHEE SLOUGH
NATURAL AREA

15

14

Project Location

PALM BEACH GARDENS GOLF COURSE
BLVD

CEM
KING SOLOMONS DR
KING DAVID DR
MT SIDE

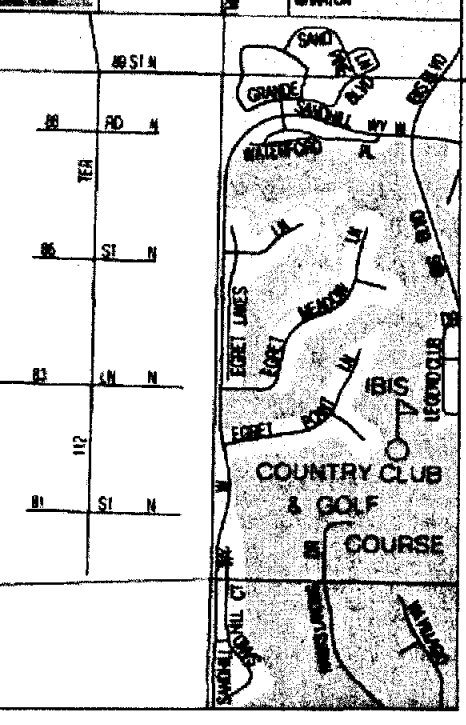
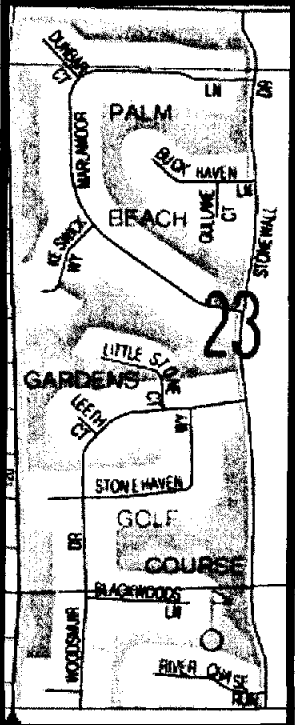
WY SHARITON

NORTHLAKE

HAMILIN BLVD

86 ST N

86	BLVD	RD	N
87	BLVD	RD	N
88	ST	RD	N
89	RD	RD	N
90	RD	RD	N
91	BLVD	RD	N
92	LN	LN	N
93	LN	LN	N
94	ST	LN	N
95	RD	RD	N
96	BLVD	RD	N
97	CT	RD	N
98	PL	RD	N



N

M

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH
COUNTY AND BAY HILL ESTATES PROPERTY OWNERS 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 **BAY HILL ESTATES PROPERTY 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: Bay Hill Estates P.O.A., Inc.
Attention: Howard Kuntz (President)
c/o Mr. John Seegers
Associated Property Management
1928 Lake Worth Rd.
Lake Worth, FL 33461
(561) 588-7210 x 26

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:

Bay Hill Estates P.O.A., Inc.
Attention: Howard Kuntz (President)
c/o Mr. John Seegers
Associated Property Management
1928 Lake Worth Rd.
Lake Worth, FL 33461
(561) 588-7210 x26

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

By:  _____
Howard Kuntz, President

By: _____
Addie L. Greene, Chairperson


ATTEST:



Mary A. Wyatt
Commission # DD350221
Expires: SEP. 17, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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:  _____

December 7, 2006

Exhibit A

Mr. John Seegers
Associated Property Management
Bay Hill Estates POA
1928 Lake Worth Road
Lake Worth, Florida 33461

PRINCIPALS
Joseph W. McMahon, P.E.
Rodney P. Plourde, Ph.D., P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens

ASSOCIATES
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
John J. Mitchell, P.E.
Christopher J. Williams, P.E.
John F. Yacapsin, P.E.

RE: Bay Hill Estates POA
Traffic Control Survey
McMahon Project No. M03216.03

Dear Mr. Seegers:

McMahon Associates, Inc. has completed the review of the traffic control features in Bay Hill Estates which is located in Unincorporated Palm Beach County, Florida. This letter serves to notify you that all of the traffic control features in your community currently meet the applicable federal, state and local standards for traffic control features, including the *Manual on Uniform Traffic Control Devices* (MUTCD). In addition, we have noted the posted speed limit for the roadways within your community, and we have determined that the 30-MPH speed limit is consistent with the State Statutes and the existing roadway geometrics.

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

Sincerely,



Patricia Dahl, P.E.
McMahon Associates, Inc.
Senior Project Manager
Florida License No. 60049
Certificate of Authorization No. 4908

F:\FL\03216M\03216m_03\ltrJS120706.doc

Exhibit B

Date: 1/17/2007

I, Howard Kuntz, President of the Bay Hill Estates POA, certify

Print Name

that I have the authority to act on behalf of the Association. I further certify that the Bay Hill Estates POA owns the roadways within the limits of Bay Hill Estates. We hereby request that the Palm Beach County Sheriff's Department begin 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 Bay Hill Estates. 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 Palm Beach County Engineering and Public Works – Traffic Division and The Sheriff's Department by having this traffic survey completed, 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.

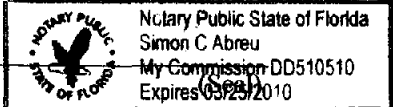
BAY HILL ESTATES POA

[Signature]
Name

1/17/07
Date

Sworn to and subscribed before me this 17TH day of JANUARY 20 07.

ATTEST: [Signature]
Notary



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 Bay Hill Estates Property Owners Association, a private residential community.

Date: 5/21/07

By: 

Title: Sheriff