

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 21, 2009	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	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 Lake Charleston Maintenance Association Incorporated (Community) for traffic control jurisdiction to be performed by the Palm Beach County Sheriff's Office (Sheriff).

SUMMARY: Approval of this Agreement will authorize the Sheriff to provide traffic control enforcement services within the Community.

District 3 (MRE)

Background and Justification: Section 316.006, Florida Statutes, provides that Palm Beach County (County) may exercise traffic control jurisdiction over private roads by written Agreement after consultation with the Sheriff. The Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries. 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 for additional services and that the Community will be invoiced by the Sheriff for such additional services.

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

Recommended By: <u>Jan Kusber</u>	<u>06/15/09</u>
Division Director	Date
Approved By: <u>D. T. Webb</u>	<u>6/29/09</u>
County Engineer	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: ***See Below***

Fiscal Years	2009	2010	2011	2012	2013
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: adrollwhite

III. REVIEW COMMENTS

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

* Funding for routine law enforcement services and functions relating to traffic control within Palm Beach County's boundaries are included in the current budget for the Sheriff #0001-160-1601-9498.

[Signature] 7/8/09
OFMB 7/1/09 CN 6/29/09
[Stamp]

[Signature] 7/9/09
Contract Dev and Control
This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

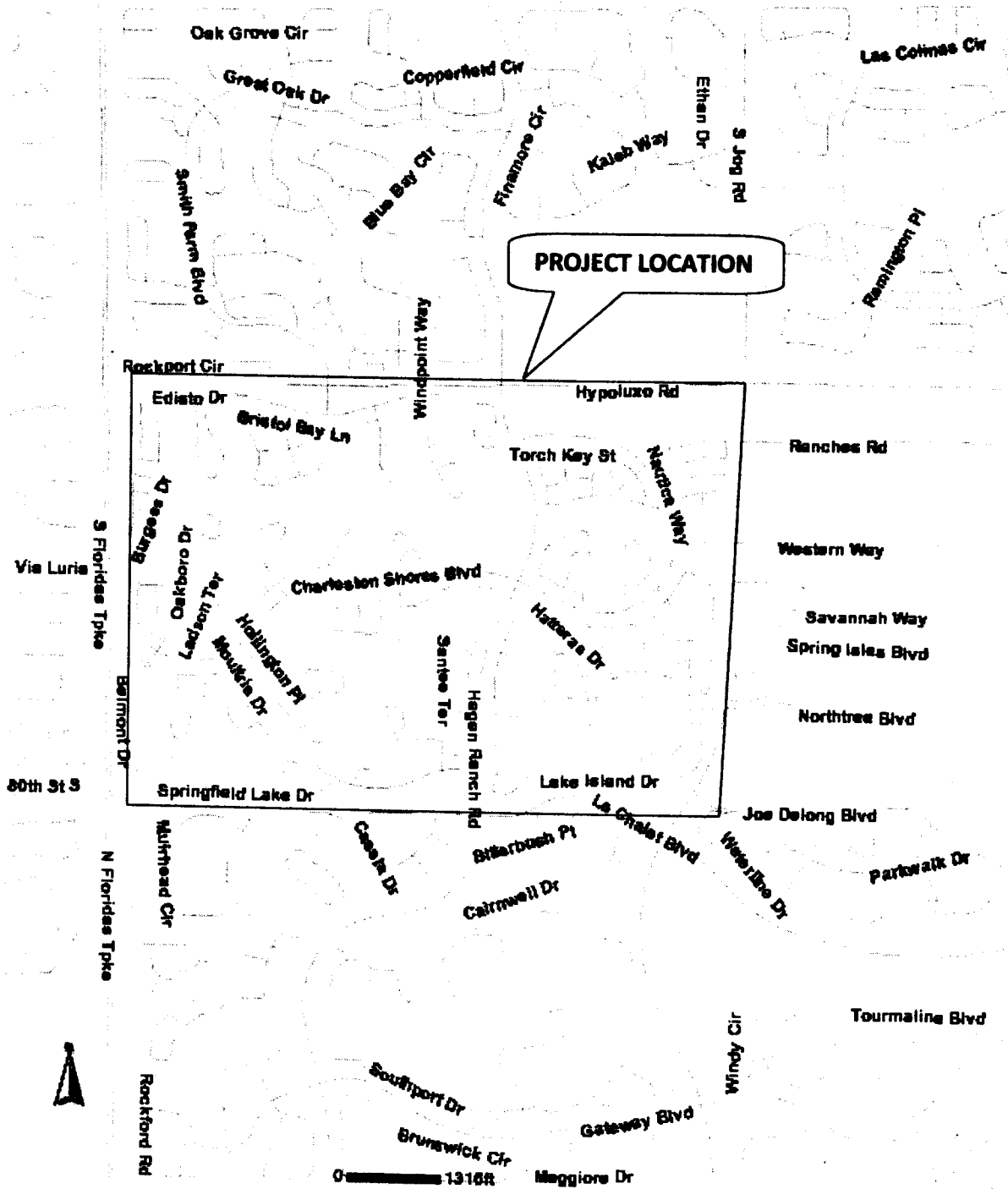
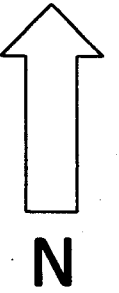
[Signature] 7/8/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

ATTACHMENT 1



**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM
BEACH COUNTY AND LAKE CHARLESTON MAINTENANCE
ASSOCIATION INCORPORATED**

THIS AGREEMENT, made and entered into this _____ day of _____, 2009 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and **LAKE CHARLESTON MAINTENANCE 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; and

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

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) day's 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:

Lake Charleston Maintenance Association
Incorporated
Attention: Wayne Grattan (President)
c/o Frank Longus, Property Manager
7014 Charleston Shores Boulevard
Lake Worth, Florida 33467
561-963-6510

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

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:

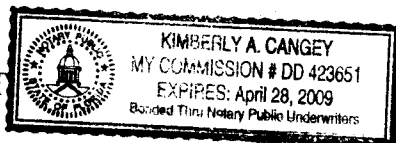
Lake Charleston Maintenance Association
Incorporated
Attention: Wayne Grattan (President)
c/o Frank Longus, Property Manager
7014 Charleston Shores Boulevard
Lake Worth, Florida 33467
561-963-6510

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

By: Wayne Grattan Pres.
Wayne Grattan, President

By: _____
Jeff F. Koons, Chairman

ATTEST



By: Kimberly A. Cangey

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: John Massey



McMAHON ASSOCIATES, INC.
7741 N. Military Trail | Suite 5 | Palm Beach Gardens, FL 334
p 561-840-8650 | f 561-840-851
www.mcmtrans.com

Exhibit A

February 24, 2009

VIA EMAIL/US MAIL

Mr. Frank Longus
Property Manager
Lake Charleston Maintenance Association, Inc.
7014 Charleston Shores Blvd
Lake Worth, FL 33467

RE: Lake Charleston Traffic Control Survey
McMahon Project No. M07467.01

Dear Mr. Longus:

McMahon Associates, Inc. has completed the review of the traffic control features in Lake Charleston, 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).

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

Very truly yours,

John P. Kim, P.E., PTOE
Senior Project Manager
Florida License No. 62400
Certificate of Authorization No. 4908

JPKhsv

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Corporate Headquarters: Fort Washington, Pennsylvania
Serving the East Coast from 11 offices throughout New England, the Mid-Atlantic, and Florida

Exhibit B

TO WHOM IT MAY CONCERN:

AFFIDAVIT OF FRANK LONGUS

STATE OF FLORIDA (COUNTY OF PALM BEACH) :

BEFORE ME, the undersigned authority personally appeared, Frank Longus, after first being duly sworn by me deposes and says:

1. I am over the age of 18.
2. I am the Property Manager of Lake Charleston Maintenance Association and fully familiar with the facts and circumstances surrounding this matter.
3. All of the roads included in the McMahon Transportation Engineer's Traffic Survey certified on 2/24/09 are owned, maintained and under the control of Lake Charleston Maintenance Association.

Further Affiant Saith Naught.


Frank Longus, Property Manager


Lake Charleston Maintenance Association

SWORN TO AND SUBSCRIBED before me by Frank Longus, this 28 day of April, 2009, who:

- ☒ is personally known to me; or
- ☐ has produced _____ as identification; and
- ☐ did or
- ☐ did not, take an oath

and who executed the within Affidavit, and who acknowledged the within Affidavit to be freely and voluntarily executed for the purposes therein recited.

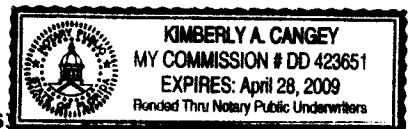
Sign:


Print: Kimberly A. Cangey

NOTARY PUBLIC:

State of Florida

My Commission Expires:



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 Lake Charleston Maintenance Association Incorporated, a private residential community.

FISCAL IMPACT

There is no fiscal impact to the Palm Beach County Sheriff's Office resulting from routine enforcement in regard to the Agreement for Traffic Control Jurisdiction between Palm Beach County and Lake Charleston Maintenance Association, Incorporated,

Date: 5/19/99

By: [Signature]

Title: Sheriff