

II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2011	2012	2013	2014	2015
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: *A. White*

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.

 [Signature]
 OFMB
S.W. 1/5/11

 [Signature]
 Contract Dev. and Control
1/10/11

B. Approved as to Form and Legal Sufficiency:
 [Signature]
 Assistant County Attorney
1/5/11

C. Other Department Review:

 Department Director

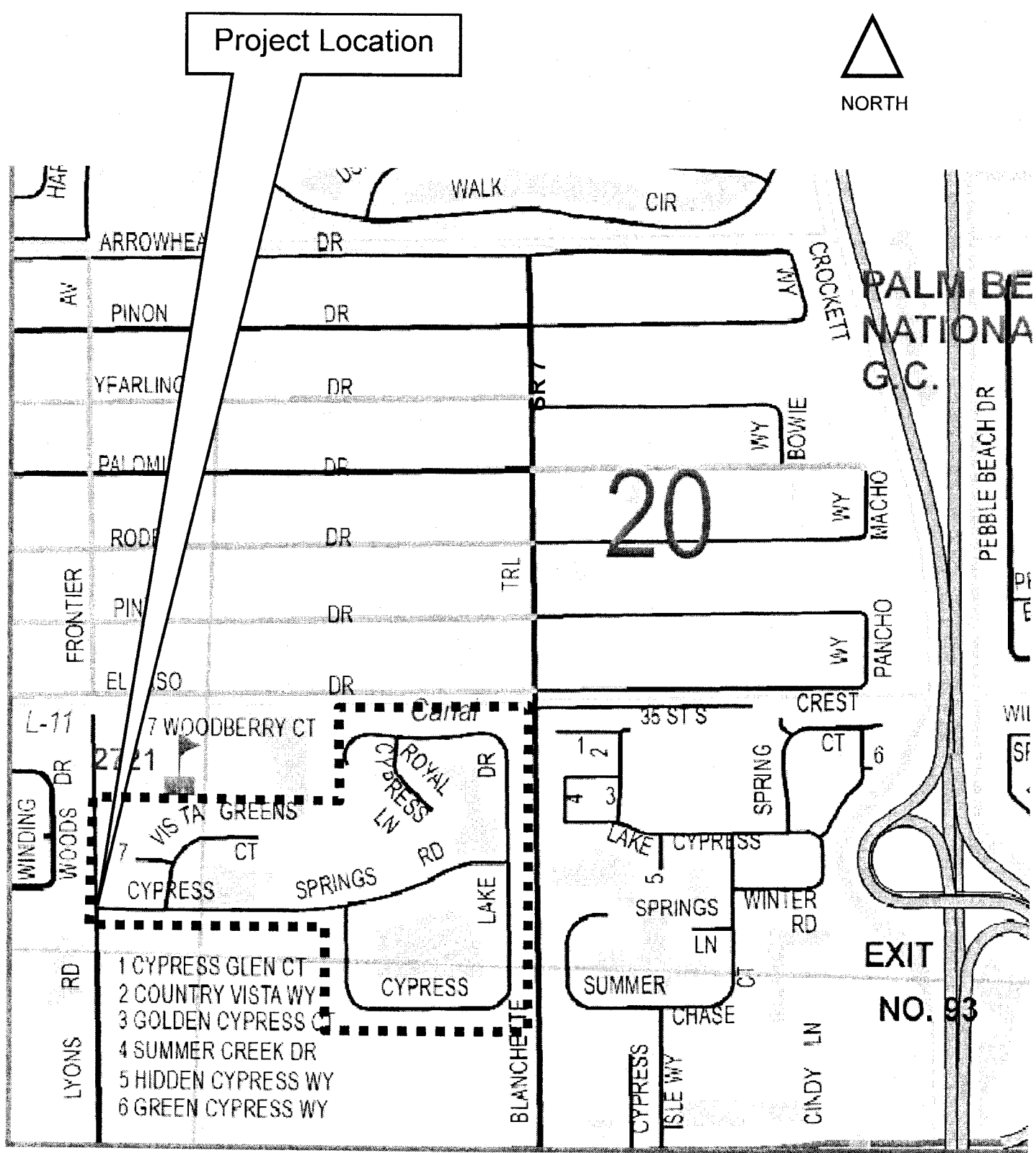
This summary is not to be used as a basis for payment.

Attachment 1



Project Location

I 44



Lake Worth Rd

Lake Worth Rd

EXIT NO. 93

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM
BEACH COUNTY AND CYPRESS WOODS ASSOCIATION
INCORPORATED**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and **CYPRESS WOODS 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 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: Cypress Woods Association Incorporated
Attention: Patricia A. Johnson (President)
3726 Royal Cypress Lane
Lake Worth, FL 33467
561-762-4155

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:

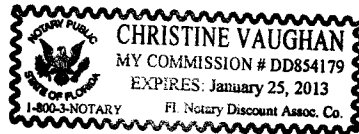
Cypress Woods Association Incorporated
Attention: Patricia A. Johnson (President)
3726 Royal Cypress Lane
Lake Worth, FL 33467
561-762-4155

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

By: Patricia A. Johnson
Patricia A. Johnson, President

By: _____
Burt Aaronson, Chairman
Karen T. Marcus, Chair

ATTEST:



ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: Christine Vaughan
10-19-10

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Jan Messinger

October 12, 2010

Exhibit A

Cypress Woods Association, Inc.
c/o Banyan Property Management
2328 South Congress Avenue - Suite 1C
West Palm Beach FL 33406

**Re: Cypress Woods I – Traffic Control Study
Follow-Up Site Visit and Letter of Compliance**

Dear Directors:

On June 7, 2010, a traffic control study was performed at the Cypress Woods I community, a gated residential subdivision located in unincorporated Palm Beach County, Florida. The purpose of this study was to assess traffic control devices along the roadways within the community, and to identify and recommend possible improvements, if necessary, so that traffic enforcement by the Palm Beach County Sheriff's Department may be procured.

Upon completion of the traffic control study, including the field investigation and the subsequent assessment of the existing conditions to the applicable MUTCD standards, several deficiencies were identified for correction. Recommendations were also provided as suggested improvements only, and do not affect the criteria used to evaluate the Cypress Woods I community for procurement of traffic enforcement by the Palm Beach County Sheriff's Department. The results of this study were reported to Cypress Woods Association on June 18, 2010.

Upon receipt of notification from the Cypress Woods Association in September, 2010, that all deficiencies were corrected, a final site visit was scheduled and conducted on October 1, 2010. Each deficiency identified in the Traffic Control Study has been satisfactorily addressed.

This letter serves to notify you that the Cypress Woods I community is in full compliance with all required corrections to the noted deficiencies, and currently meets the applicable federal, state and local standards for traffic control features, including those set forth in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition, published by the United States Department of Transportation Federal Highway Administration, December 2009.

All conditions observed, documented, and reported in this letter of compliance are the results of the follow-up site visit conducted on the date indicated and are only representative of the conditions existing at the time of the inspection.

If you have any questions relative to this letter of compliance, please feel free to call me at (561) 662-0819.

Sincerely,



Daniel J. Moss, P.E.
FL PE #56885

AFFIDAVIT GENERAL FORM

Exhibit B

I, PATRICIA A. Johnson (Affiant), being
Cypress Woods, HOA President

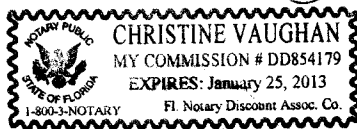
(first duly sworn or duly sworn on 7th (his or her) oath), NOV. 2010 (say or depose and say) that

The roads in Cypress Woods Community
are owned, controlled and maintained
by the Cypress Woods HOA.

Patricia A Johnson
Cypress Woods
HOA President

personally known to me.

Christine Vaughan



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 Cypress Woods 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 Cypress Woods Association Incorporated.

Date: 11-22-10

By: 

Title: Sheriff Ric Bradshaw