PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	June 18, 2013	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Submitted By:	Engineering & Public W	orks	
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Rivermill Homeowners 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 in the County. The Community desires to have the Sheriff control traffic upon its roadways. This will be provided at the discretion of the Sheriff. Should the Community desire the Sheriff 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.

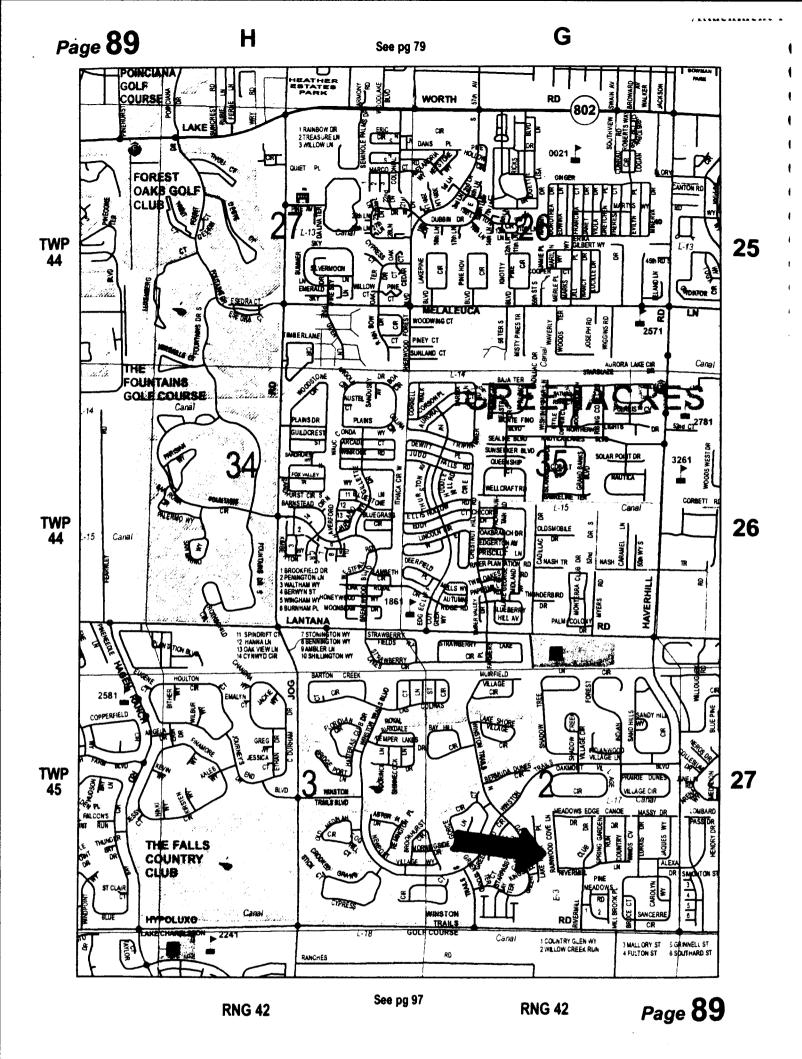
Attachments:

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

Recommended By:	in Musbey	5/10/3
	Department Director	Date
Approved By:	County Administrator	5/21/13 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: ***See Below***					
Fiscal Years 2013 2014 2015 2016 2017 Capital Expenditures \$ -0- -0- -0- -0- -0- -0- Operating Costs -0- -0- -0- -0- -0- -0- External Revenues -0- -0- -0- -0- -0- -0- Program Income (County) -0- -0- -0- -0- -0- -0- In-Kind Match (County) -0- -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:					
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. OFMB OFM					
B. Approved as to Form and Legal Sufficiency: Market 4/6/3 Assistant County Attorney					
C. Other Department Review:					
Department Director					
This summary is not to be used as a basis for payment.					
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AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND RIVERMILL HOMEOWNERS ASSOCIATION INCORPORATED

THIS	A	GRE	EEME	NT,	made	and	entered	d into	this		day	of
		,	2013	and	betwee	n P A	LM B	EACH	COUN	NTY, a	ı poli	tical
subdivision	of	the	State	of	Florida,	here	einafter	Count	y, and	RIV	ERM	ILL
HOMEOWN	ÆR	RS	ASSO	CIA	TION	INCC	RPOR	ATED	represe	enting	a pri	ivate
residential con	mm	unity	locate	d in i	Palm Be	ach C	ounty, I	Florida, I	hereinat	fter Co	mmu	nity.

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.

N:\TRAFFIC\DATA SECTION\TRAFFIC CONTROL AGREEMENTS\AGREEMENT BLANK.doc Page 1 of 5 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

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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:

Rivermill Homeowners Association Attention: Heidi Thoms (President) c/o Banyan Property Management 2328 S Congress Ave St 1-C West Palm Beach, FL 33406

561-649-8585

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.

Rivermill Homeowners Association Attention: Heidi Thoms (President) c/o Banyan Property Management 2328 S Congress Ave St 1-C West Palm Beach, FL 33406 561-649-8585	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS						
By: Heidi Thoms, President	By:Steven L. Abrams, Mayor						
ATTEST: CHRISTINE BLUNDON, LCAM	ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER						
By: (bl. 5/1)	By: Deputy Clerk						
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS						
By:County Attorney	By: Dan Deep beg						

COMMUNITY:



7481 Prescott Lane Lake Worth, Florida 33467 (561) 662-0819

November 15, 2011

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

Exhibit A

Re:

Rivermill - Traffic Control Study

Follow-Up Site Visit and Letter of Compliance

Dear Directors:

On April 8 and 9, 2011, a traffic control study was performed at the Rivermill 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 Rivermill community for procurement of traffic enforcement by the Palm Beach County Sheriff's Department. The results of this study were reported to Rivermill Homeowners Association on May 6, 2011.

Upon receipt of notification from the Rivermill Homeowners Association in November, 2011, that all deficiencies were corrected, a final site visit was scheduled and conducted on November 12, 2011. Each deficiency identified in the Traffic Control Study has been satisfactorily addressed.

This letter serves to notify you that the Rivermill 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 #568

Rivermill - Traffic Control Study Letter of Compliance

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Dedicated to Your Community

Exhibit B

April 23, 2013

PBC TRAFFIC ENGINEERINIG ATTN: ROBERT PATANE 2300 N JOG RD – 3RD FLOOR WPB FL 33411

Re: PBSO Agreement - Rivermill

To whom it may Concern:

This is to inform you that Rivermill Homeowners Association maintains all their streets and has in Rivermill. In addition all streets are in code to the Palm Beach County rules and guidelines.

If you have any questions please feel free to contact me at (561)252-1958.

Regards

Chris Blundon LCAM

For and on Behalf of the Board of Directors of

("ho 12

Rivermill Homeowners

Association

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406 (561) 649-8585 • Fax (561) 649-0188

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 RIVERMILL HOA, INC, 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 RIVERMILL HOA, INC,

Date: $\frac{5/3/3}{8}$ By: $\frac{5hc(ff)}{1}$