

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	April 15, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<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 Equus POA 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 5 (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. Community desires to have the Sheriff control traffic upon its roadways. This will be provided at the discretion of the Sheriff. Should Community desire the Sheriff to be situated in its development at times outside normal hours, Community understands that a separate contract must be executed with the Sheriff for additional services and that Community will be invoiced by the Sheriff for such additional services.

Attachments:

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

Recommended By:	<u>Dan Masbin</u>	<u>3/20/14</u>
	Department Director	Date
Approved By:	<u>S. J. Wahl</u>	<u>3/24/14</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
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

Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Departmental Fiscal Review: Aluekovaalaenen

III. REVIEW COMMENTS

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

[Signature] 3/25/2014
OFMB
3/25/15

[Signature] 3/31/14
Contract Dev. and Control
3-31-14 B. Chellis

B. Approved as to Form and Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

**TWP
45**

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**TWP
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**TWP
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RNG 41

See pg 101

RNG 42

Page 95

Location Sketch

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM
BEACH COUNTY AND EQUUS POA INC**

THIS AGREEMENT, made and entered into this 13 day of March, 2014 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and Equus POA Inc, 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.

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.

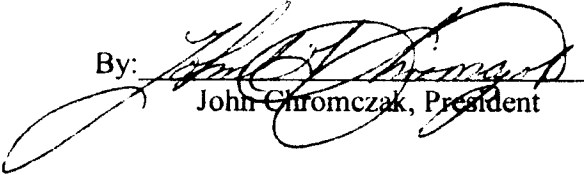
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COMMUNITY:

Equus POA, INC
Attention: John Chromczak (President)
c/o CEA Property Management
Peter Benedetto LCAM
8882 Equus Cir.
Boynton Beach, FL 33472
561-742-9394

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

By:


John Chromczak, President

By:

Priscilla A. Taylor, Mayor

ATTEST:

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By:

By:

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

County Attorney

By:

State of Florida
County of Palm Beach
on this 13th day of March 2014
John Chromczak provided a valid FL driver's license

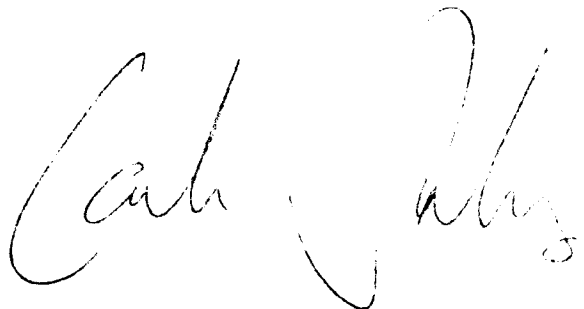
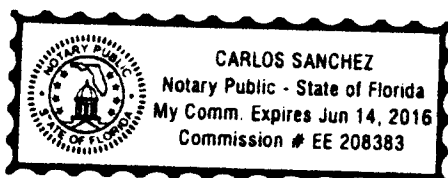




Exhibit A

December 9, 2013

Equus POA
8882 Equus Circle
Boynton Beach, Florida 33472

Attention: Mr. Peter Benedetto

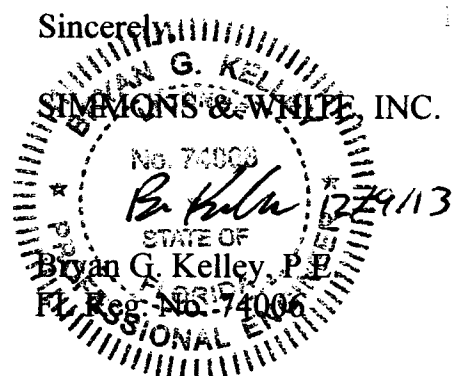
Reference: Equus
Traffic Control Survey
Palm Beach County, Florida

Dear Mr. Benedetto:

Simmons & White, Inc. has completed our review of the traffic control features of the Equus development which is located along the west side of Lyons, approximately one mile north of Boynton Beach Boulevard in the City of Boynton Beach, Florida.

The observed traffic controls appear to meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD). Specifically the traffic control signs are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. This letter serves as an Engineer's Certification of the above. If you should have any questions or require any additional information, please contact our office.

Sincerely,



BK/sa x:/docs/misc/tr/bryan/13055.benedettocertification.word

Simmons & White, Inc.
5601 Corporate Way Suite 200 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

Equus Property Owners Association, Inc.

8882 Equus Circle, Boynton Beach, FL 33472
Office: 561-742-9394 Fax: 561-742-9377
equusmgr@ceamanagement.com

Exhibit B

February 6, 2014

Palm Beach County Traffic Engineering


2300 North Jog Road 3rd Floor

West Palm Beach FL. 33411-2745

To whom it may concern:

All the roads in the Equus community are owned and maintained by Equus P.O.A.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Benedetto", written over a horizontal line.

Peter Benedetto L.C.A.M.

On behalf of Equus Property Owners' Association

Board of Directors

Exhibit C

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 Equus POA, 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 Equus POA, INC,

Date: 2/24/14

By: [Signature]

Title: Sheriff