

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: Alii Kovalauan

III. REVIEW COMMENTS

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

[Signature] 7/3/2014
OFMB
SW 7/2/14

[Signature] 7/10/14
Contract Dev. and Control
7-10-14 BLO/leah

B. Approved as to Form and Legal Sufficiency:

[Signature] 7/14/14
Assistant County Attorney

C. Other Department Review:

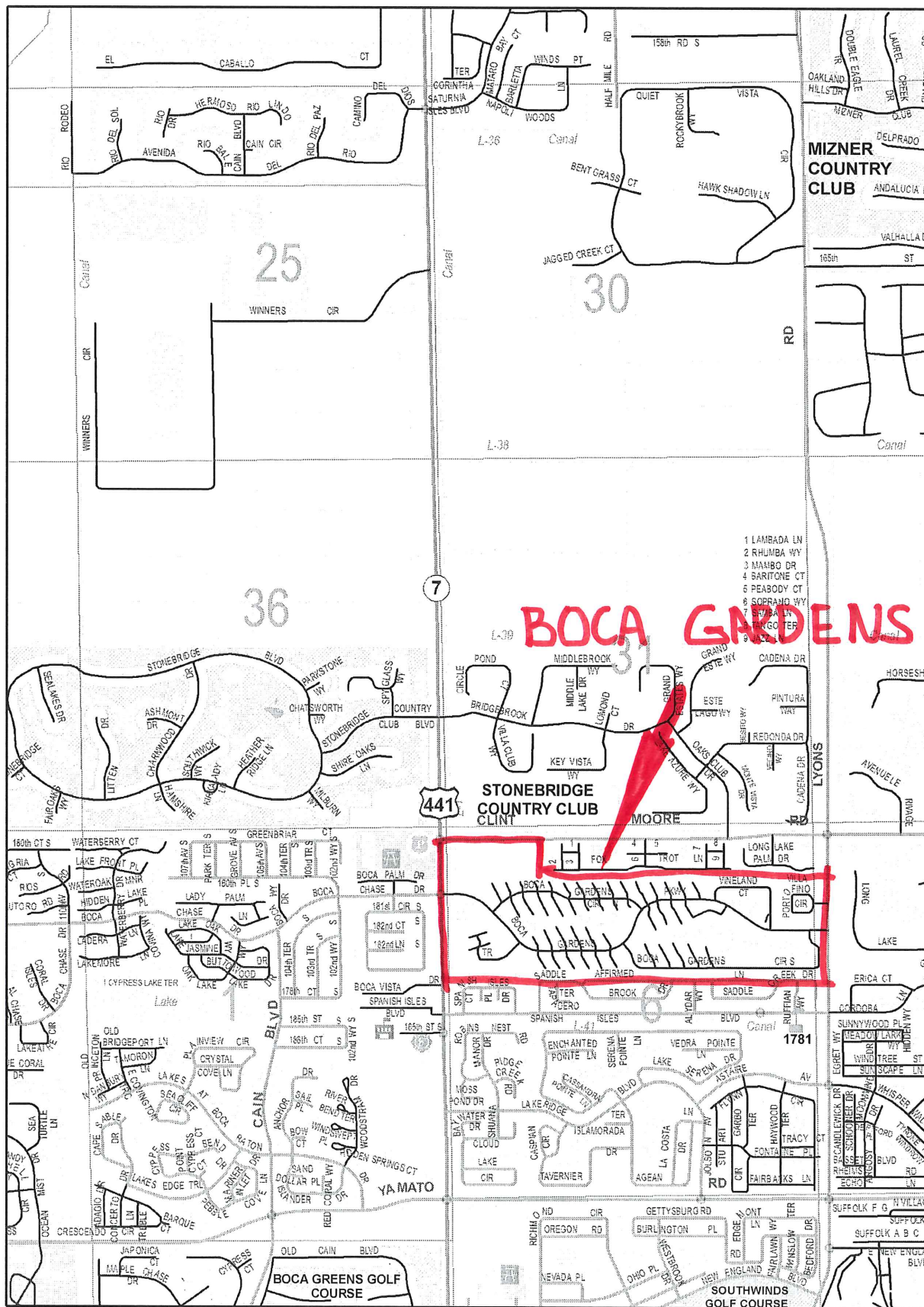
Department Director

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

TWP 46

TWP 46

TWP 47



BOCA GARDENS

441

- 1 LAMBADA LN
- 2 RHUMBA WY
- 3 MANBO DR
- 4 SARITONE CT
- 6 PEABODY CT
- 7 SOPRANO WY
- 8 SWAN LN
- 9 JAGGED TER

RNG 41

See pg 120

RNG 42

AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND BOCA GARDENS HOA INCORPORATED

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **COUNTY**, and **BOCA GARDENS HOA 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: BOCA GARDENS HOA INC.
Attention: ANITA COHEN (President)
c/o SEACREST SERVICES, INC.
BRIAN SEIDLER, PROPERTY MANAGER
2400 CENTERPARK W. DRIVE
WEST PALM BEACH, FL 33409
PHONE # 561-656-6322

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

COMMUNITY:

BOCA GARDENS HOA, INC
Attn: ANITA COHEN (President)
c/o SEACREST SERVICES, INC.
BRIAN SEIDLER
2400 CENTREPARK W DRIVE
SUITE 175
WEST PALM BEACH, FL, 33409
PHONE: 561-656-6322

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

By: Anita Cohen Pres
Anita Cohen, President /

By: Steven L. Abrams, Mayor
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: Jambuly Abraham

STATE OF FLORIDA
COUNTY OF PALM BEACH

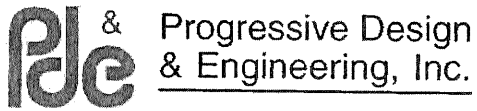
CAME BEFORE ME THE UNDERSIGNED NOTARY PUBLIC
ANITA COHEN AS PRESIDENT OF THE BOCA GARDENS
HOMEOWNERS ASSOCIATION, ATTESTING TO THIS DOCUMENTS
VALIDITY AND HER AUTHORITY TO ENTER INTO CONTRACTS
AND AGREEMENTS ON BEHALF OF THE ASSOCIATION.
EXECUTED THIS 9TH DAY OF APRIL, 2014.

William Brian Seidler
WILLIAM BRIAN SEIDLER



WILLIAM BRIAN SEIDLER
MY COMMISSION # FF 101497
EXPIRES: March 14, 2018
Bonded Thru Budget Notary Services

PERSONALLY KNOWN TO ME.



RECEIVED
BY ST 11/13/13

10891 La Reina Road, Suite 100
Delray Beach, Florida 33446
Tel 561.498.2304
Fax 561.498.2305

November 12, 2013

Exhibit A

Board of Directors
Boca Gardens Home Owners Association, Inc.
9551 Boca Gardens Parkway
Boca Raton, FL 33496

Re: **Engineer Certification ***
Boca Gardens (Palm Beach County)

Dear Board of Directors of Boca Gardens HOA:

This letter is to certify that as a professional traffic engineer in the State of Florida I have conducted traffic signage and pavement markings review of the Boca Gardens development in Palm Beach County, as outlined in the attached plan, and found the development in my professional opinion to be in conformance with the Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) standards and guidelines.

Respectfully submitted,

Wael "Maj" Majdalawi, PE, PTOE
Executive Vice-President
FL REG. No. 42646

- * As used in this Engineer certification, certify means to state or declare a professional opinion of conditions whose true properties cannot be known at the time such certification was made despite appropriate professional evaluation. Through this certification, the engineer is providing his professional opinion based on his observation and other information available to him. This certification should not be construed to provide an express warranty or guarantee to anyone that certain conditions exist because the engineer cannot assure they exist. This engineer certification of conditions is in no way relieves any other party from meeting the requirements imposed by a contract or other means.

- 47 STOP NEW SIGN ONLY AND ADD 47A ABOVE STOP SIGN
- 48 SLOW CHILDREN AT PLAY SIGN
- 49 CAUTION SPEED BUMP
- 50 CAUTION SPEED BUMP
- 51 CAUTION SPEED BUMP
- 52 CAUTION SPEED BUMP
- 53 SLOW CHILDREN AT PLAY SIGN
- 54 30"x30" R1-1 NEW SIGN AND POST
- 55 STOP
- 56 NO OVERNIGHT PARKING ON STREET 8 PM TO 8 AM NEW POST ONLY
- 57 SLOW CHILDREN AT PLAY SIGN NEW POST ONLY
- 58 SLOW CHILDREN AT PLAY SIGN NEW POST ONLY
- 59 NO OVERNIGHT PARKING ON STREET 8 PM TO 8 AM NEW POST ONLY
- 60 STOP ADD 60A ABOVE STOP SIGN
- 60A PARKWAY TO BE RELOCATED TO SIGN 20
- 30A PARKWAY TO BE RELOCATED TO SIGN 30
- 31A PARKWAY TO BE RELOCATED TO SIGN 31
- 40A CIRCLE SOUTH TO BE RELOCATED TO SIGN 40
- 41A TRAIL TO BE RELOCATED TO SIGN 41
- 47A CIRCLE NORTH TO BE RELOCATED TO SIGN 47
- 50A VINELAND COURT TO BE RELOCATED TO SIGN 60



- 1 THRU TRAFFIC PROHIBITED PRIVATE PROPERTY NEW POST ONLY
- 2 BOCA GARDENS HOA WARNING SIGN
- 3 CAUTION SPEED BUMP MOVE TO SIGN (POST 4)
- 4 SPEED LIMIT 25 REMOVE SIGN ONLY (POST TO REMAIN)
- 5 STOP NEW POST ONLY
- 6 STOP NEW POST ONLY
- 7 CAUTION SPEED BUMP MOVE SIGN WEST ADJACENT TO SPEED BUMP
- 8 SLOW CHILDREN AT PLAY SIGN NEW POST ONLY
- 9 STOP NEW POST ONLY
- 10 30"x30" R1-1 NEW SIGN AND POST
- 11 24"x18" R2-1 NEW SIGN ONLY
- 12 SPEED LIMIT 25 24"x18" R2-1 NEW SIGN ONLY
- 13 CAUTION SPEED BUMP
- 14 CAUTION SPEED BUMP
- 15 SPEED LIMIT 25 24"x18" R2-1 NEW SIGN ONLY
- 16 STOP 30"x30" R1-1 NEW SIGN ONLY
- 17 STOP 30"x30" R1-1 NEW SIGN AND POST
- 18 SPEED LIMIT 25 24"x18" R2-1 NEW SIGN ONLY
- 19 STOP NEW POST ONLY AND ADD 21A ABOVE STOP SIGN
- 20 STOP NEW POST ONLY AND ADD 21A ABOVE STOP SIGN
- 21 STOP 30"x30" R1-1 NEW SIGN ONLY
- 22 STOP 24"x18" R2-1 NEW SIGN ONLY
- 23 SPEED LIMIT 25 REMOVE SIGN
- 24 CAUTION SPEED BUMP NEW POST ONLY
- 25 CAUTION SPEED BUMP NEW POST ONLY
- 26 CAUTION SPEED BUMP NEW POST ONLY
- 27 CAUTION SPEED BUMP REMOVE SIGN

NOTE:
ALL SIGNS TO BE A MINIMUM OF 5'-0" HIGH IN GRASS AREAS AND 7'-0" ADJACENT TO SIDEWALKS.

- 41 STOP NEW POST ONLY AND ADD 41A ABOVE STOP SIGN
- 42 NO PARKING ON GRASS OR STREET NEW POST ONLY
- 43 NO OVERNIGHT PARKING ON STREET 8 PM TO 8 AM NEW POST ONLY
- 44 STOP NEW POST ONLY
- 45 NO OVERNIGHT PARKING ON STREET 8 PM TO 8 AM NEW POST ONLY
- 46 NO PARKING ON GRASS OR STREET NEW POST ONLY
- 31 STOP NEW POST ONLY AND ADD 31A ABOVE STOP SIGN
- 32 SLOW CHILDREN AT PLAY SIGN NEW POST ONLY AND ADD 31A ABOVE STOP SIGN
- 33 CAUTION SPEED BUMP
- 34 CAUTION SPEED BUMP
- 35 CAUTION SPEED BUMP
- 36 CAUTION SPEED BUMP
- 37 CAUTION SPEED BUMP
- 38 CAUTION SPEED BUMP
- 39 CAUTION DRIVE SLOWLY CHILDREN NEW POST ONLY
- 40 STOP MOVE SIGN ADJACENT TO STOP BAR AND ADD 40A ABOVE STOP SIGN
- 28 SPEED LIMIT 25 24"x18" R2-1 NEW SIGN ONLY
- 29 BOCA GARDENS HOA WARNING SIGN NEW SIGN AND POST
- 30 24"x24" R1-1 NEW SIGN AND POST ADD 30A ABOVE STOP SIGN AND ADD LYONS ROAD STREET NAME SIGN (7'-0" SIGN HEIGHT)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

P&E
 Progressive Design & Engineering, Inc.
 10001 La Reina Road, Suite 100
 Delray Beach, FL 33446
 Tel: 561-498-2304 Fax: 561-498-2305
 CERTIFICATE OF AUTHORIZATION NO. 7151

BOCA GARDENS HOA
(PROPOSED CONDITIONS)

SHEET NO.
 2



Boca Gardens HOA



9551 Boca Gardens Parkway Boca Raton, FL 33496
Telephone: 561-852-4403 Fax: 561-852-1635 Email: bghoa9551@gmail.com

AFFIDAVIT OF OWNERSHIP

Exhibit B

November 13, 2013

This shall confirm that Boca Gardens Homeowners Association owns and maintains all road ways within the Community and that all roadways within the community are under the control of the Association.

Arata Colu Pres
President

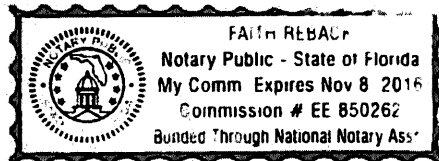
11/18/13
Date

Notarized this 18 day of November, 2013.

Notary: *[Signature]*

Date: 11/18/13

Notary Seal



PBSO ACKNOWLEDGMENT OF CONSULTATION

Exhibit C

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 BOCA GARDENS HOA, 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 BOCA GARDENS HOA,

Date: 3/12/14

By: [Signature]

Title: Sheriff