

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	July 22, 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 Valencia Shores Master Association, Inc. (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)

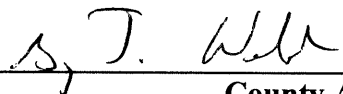
Background and Justification: Section 316.006, Florida Statutes, provides that Palm Beach County (County) may exercise traffic control jurisdiction over private roads by written agreement after consultation with the Sheriff. The Community wishes to contract with the County for performance of law enforcement 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 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. Agreement with Exhibits A, B, C (3)

Recommended By:  **Department Director**

June 16, 2014  **Date**

Approved By:  **County Administrator**

7/3/14 **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: .

Alu Kovalainen

III. REVIEW COMMENTS

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

[Signature] 7/3/2014
OFMB

[Signature] 7/15/2014
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

[Signature] 7/15/2014
Assistant County Attorney

C. Other Department Review:

Department Director

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



28

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TWP 45

TWP 45

TWP 45

RNG 42

RNG 42

See pg 102

Location Sketch

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM
BEACH COUNTY AND VALENCIA SHORES MASTER ASSOCIATION
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 **VALENCIA SHORES MASTER ASSOCIATION, 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**.

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: VALENCIA SHORES MASTER
ASSOCIATION, INC.
Attention: STANLEY IVES (President)
c/o FIRST SERVICE RESIDENTIAL
KATHY JEAN PINCHUK
7751 VALENCIA SHORES DRIVE
LAKE WORTH, FL 33476
561-434-9669

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.

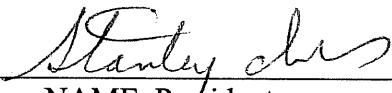
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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COMMUNITY:

VALENCIA SHORES MASTER ASSOCIATION, INC
Attention: STANLEY IVES (President)
c/o FIRST SERVICE RESIDENTIAL
KATHY JEAN PINCHUK
7751 VALENCIA SHORES DRIVE
LAKE WORTH, FL 33467
561-434-9669

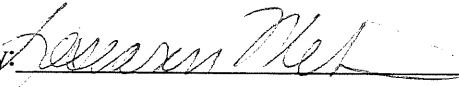
**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: 
NAME, 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: 



Exhibit A

May 13, 2014

Valencia Shores Master Association, Inc.
7751 Valencia Shores Drive
Lake Worth, Florida 33467

Attention: Mr. Stanley Ives
Board President

Reference: Valencia Shores
Traffic Engineer Certification
Palm Beach County, Florida

Dear Mr. Ives:

Simmons & White, Inc. has completed our review of the traffic control features of the Valencia Shores development which is located on the east and west sides of Lyons Road, south of Hypoluxo Road in Palm Beach County, Florida. After extensive review, in our professional judgment and in accordance with Florida Statutes Section 316.189, a proposed speed limit of 25 miles per hour (mph) on all internal roadways of the development appears justified given the following:

1. The curvature of the existing roadways and roadway geometrics.
2. The number of driveways accessing the travel-way.
3. Side street and driveway line of sight, stopping and sight distance.
4. The large presence of pedestrian activity adjacent to the roadway.

Notwithstanding the above, 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. In addition, the aforementioned 25 mph posted speed limit is consistent with the Florida State Statutes and Palm Beach County Regulations, as well as the roadway geometrics. This letter serves as Engineers Certification of the above.

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

Mr. Stanley Ives
May 13, 2014 – Page 2

If you should have any questions or require any additional information, please contact our office.

Sincerely,

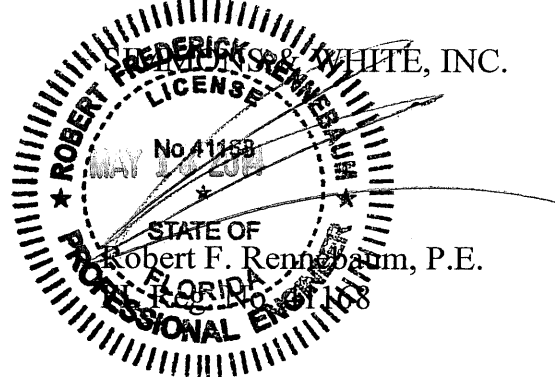
SIMMONS & WHITE, INC.



Kyle Duncan, E.I.

Sincerely,

SIMMONS & WHITE, INC.



STATE OF
Robert F. Rennebaum, P.E.
FLORIDA
P.E. No. 41168



VALENCIA SHORES

EXHIBIT "B"

I, Stanley Ives of Valencia Shores Master Association, Inc. certify that I have the authority to act on behalf of the Association. I further certify that Valencia Shores Master Association, Inc. owns the roadways within the limits of Valencia Shores. We hereby request that the Palm Beach County Sheriff's Department begins to patrol these roadways in our community. Enclosed with this Affidavit is a letter from a Registered Professional Engineer who performed a traffic survey within Valencia Shores. The letter states that the roadways in our community meet all applicable standards as outlined in the *Manual On Uniform Traffic Control Devices* (MUTCD).

It is our understanding that we meet the requirements of the Sheriff's Department by having this traffic survey complete, and we are submitting this information for your records. We respectfully request to contract with the Palm Beach County Sheriff's Office for patrols in our neighborhood, to begin as soon as possible.

VALENCIA SHORES MASTER ASSOCIATION, INC.

Stanley Ives
Name

4/30/14
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 30th day of April, 2014.

ATTEST: Roseann Melvin
Notary (Seal)



ROSEANN MELVIN
MY COMMISSION # EE 017018
EXPIRES: December 13, 2014
Bonded Thru Budget Notary Services

sa

x:/docs/misc/forms/pbcso/exhibitb.word

7751 Valencia Shores Drive, Lake Worth, FL 33467
(561) 434-9669 Fax (561) 434-9322

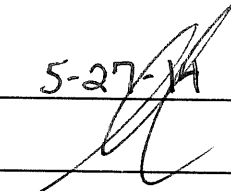
EXHIBIT "C"

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 VALENCIA SHORES MASTER ASSN, 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 VALENCIA SHORES MASTER ASSN, INC.,

Date: 5-27-14
By: 
Title: Sheriff