

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

**Meeting Date:**      **October 7, 2014**      ☒ **Consent**      ☐ **Regular**  
    ☐ **Ordinance**      ☐ **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 Sunterra Homeowners 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 enforcement of the traffic laws of the state upon its roadways during normal patrol hours within the Community.

District 2 (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 to provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours within the Community 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: Dan Musberg 09/02/14  
Department Director Date

Approved By: S. T. Webb 9/12/14  
County Engineer Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
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 additional fiscal impact.

C. Departmental Fiscal Review: Alie Kovalainen

## III. REVIEW COMMENTS

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

Susan Neary 9/15/14  
ASD OFMB  
9/15 9/15

Dr. J. Jacobson 9/18/14  
Contract Dev. and Control  
9-18-14 B. Schuler

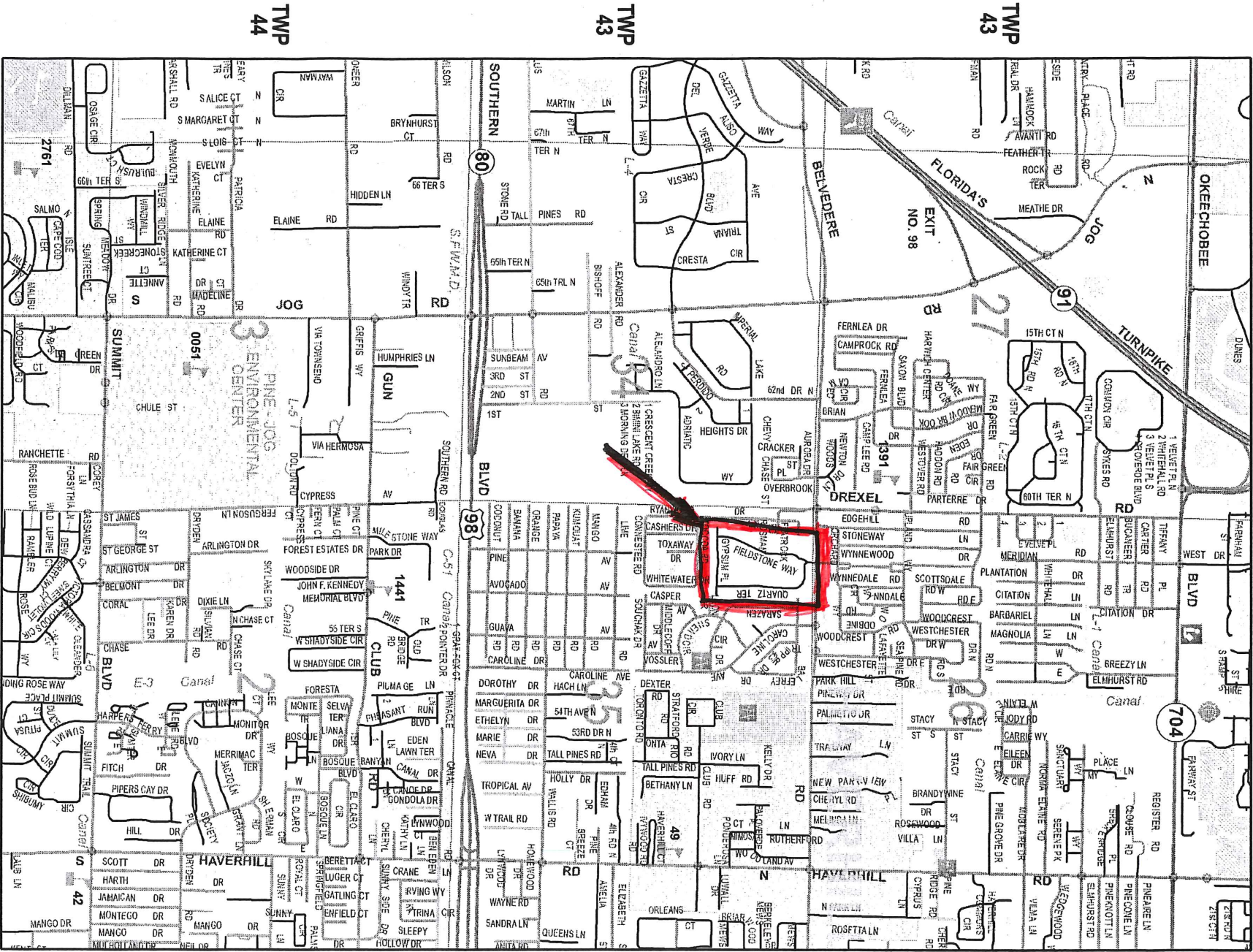
### B. Approved as to Form and Legal Sufficiency:

Marianne Catts 9/22/14  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



RNG 42

See pg 79

RNG 42

Page 69

Location Sketch

TWP 44

TWP 43

TWP 43

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**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND SUNTERRA HOMEOWNERS ASSOCIATION, INC.**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 and between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, hereinafter, and **SUNTERRA HOMEOWNERS ASSOCIATION, INC. (COMMUNITY)** representing a private residential community located in Palm Beach County, Florida.

**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 the **SHERIFF** to provide for enforcement of traffic laws of the state on the **COMMUNITY** roads 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** provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours (**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 (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:** **SUNTERRA HOMEOWNERS  
ASSOCIATION, INC.**  
Attention: HUGH FISHER (President)  
c/o C.A.M.S.  
LORI STERN, LCAM  
1037 STATE ROAD 7  
STE 302  
WELLINGTON FL, 33414  
561-738-0061 X 12

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 **COUNTY** has 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:**

SUNTERRA HOA, INC  
Attention: HUGH FISHER, (President)  
c/o C.A.M.S.  
LORI STERN, LCAM  
1037 STATE ROAD 7  
WELLINGTON, FLORIDA 33414  
561-738-0061 X 12

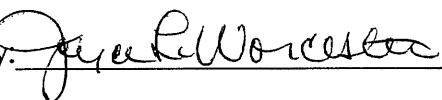
**PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By:   
HUGH FISHER, President

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

ATTEST:  **JOYCE L. WORCESTER**  
MY COMMISSION # FF 080249  
EXPIRES: December 30, 2017  
Bonded Thru Budget Notary Services

ATTEST:  
**SHARON R. BOCK,**  
CLERK & COMPTROLLER

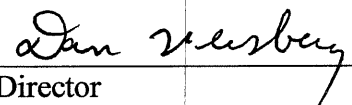
By: 

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:   
Director



# Exhibit A



**MTP Group, Inc.**

4645 Windward Cove Lane

Wellington, Florida 33449

Phone: (561) 795-0678 Fax: (561) 795-0230

May 8, 2014

Board of Directors at Sunterra HOA  
c/o Community Association Management Systems, Inc.  
1037 State Road 7, Suite 302  
Wellington, Florida 33414

Re: **Traffic Control Agreement**  
**Sunterra HOA**

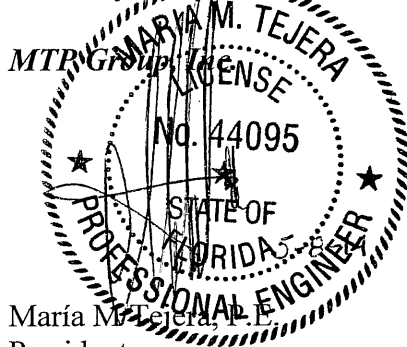
Dear members of the Board,

**MTP Group, Inc.** has performed a site visit to Sunterra to survey traffic signs on the property. This residential development is generally located on the south side of Belvedere Road, between Haverhill Road and Jog Road in Palm Beach County.

There are two kinds of regulatory signs in the property: Stop signs (MUTCD R1-1) and Speed Limit signs (MUTCD R2-1). I hereby certify that all regulatory signs installed in the property as of May 7, 2014 comply with Florida Department of Transportation standards and Florida State Statutes. Furthermore, the posted speed limit is in compliance with standards as stated in Florida State Statutes.

Do not hesitate to give us a call at (561) 795-0678 should you have any questions about the contents of this letter.

Sincerely,



Maria M. Tejera, P.E.  
President

Florida PE License Number 44095  
Florida CA License Number 6585



AFFIDAVIT

EXHIBIT "B"

I, HUGH FISHER, of Sunterra Home Owners Association, Inc. (Sunterra HOA) certify that I have the authority to act on behalf of the Association. I further certify that Sunterra HOA owns the roadways within its development. We hereby request that the Palm Beach County Sheriff's Department begins to patrol these roadways in our community. Enclosed with the Affidavit is a letter from a Registered Professional Engineer who performed a traffic survey within the Sunterra HOA development. 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.

Sunterra HOA, INC.

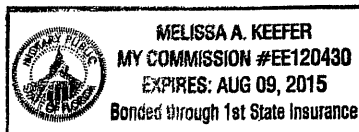
[Signature]  
Name

6-22-2014  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 22nd day of June, 2014, by Hugh Fisher who is personally known to me or who has produced [Signature] as identification.

ATTEST: [Signature]  
Notary Melissa A. Keefer (Seal)

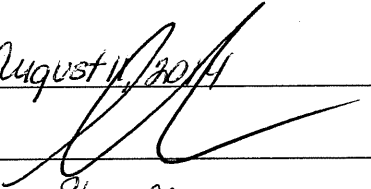


**PBSO ACKNOWLEDGMENT OF CONSULTATION**

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 SUNTERRA HOMEOWNERS ASSOCIATION 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 regards to the Agreement for Traffic Control Jurisdiction between Palm Beach County and SUNTERRA HOMEOWNERS ASSOCIATION INC. (Agreement). Therefore, the Palm Beach Sheriff's Office hereby waives the statutory requirement that establishes October 1 as the effective date of the Agreement. The Palm Beach Sheriff's Office will commence enforcement of the traffic laws of Florida as provided in the agreement as soon as possible.

Date: August 11, 2014  
By:   
Title: Sheriff