

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

<b>Meeting Date:</b>	October 7, 2014	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>			
<b>Submitted By:</b>	Engineering & Public Works		
<b>Submitted For:</b>	Traffic Division		

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: an Agreement with Kings Point Recreation Corporation Inc. (Community) for traffic control jurisdiction to be performed by the Palm Beach County Sheriff's Office (Sheriff).



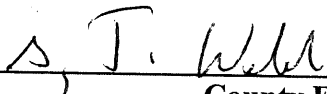
**SUMMARY:** Approval of this Agreement will authorize the Sheriff to provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours within the Community.

District 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. 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)

<b>Recommended By:</b>	 _____ <b>Department Director</b>	09/02/14  _____ <b>Date</b>
<b>Approved By:</b>	 _____ <b>County Engineer</b>	9/12/14 _____ <b>Date</b>

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: . Alicia Kovalainen

III. REVIEW COMMENTS

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

Susan Neary 9/15/14  
K.O. ASD OFMB  
9/15 9/15

Dr. J. Jacobson 9/18/14  
Contract Dev. and Control  
9-18-14 C. Wheeler

B. Approved as to Form  
and Legal Sufficiency:

Mark R. Little 9/22/14  
Assistant County Attorney

C. Other Department Review:

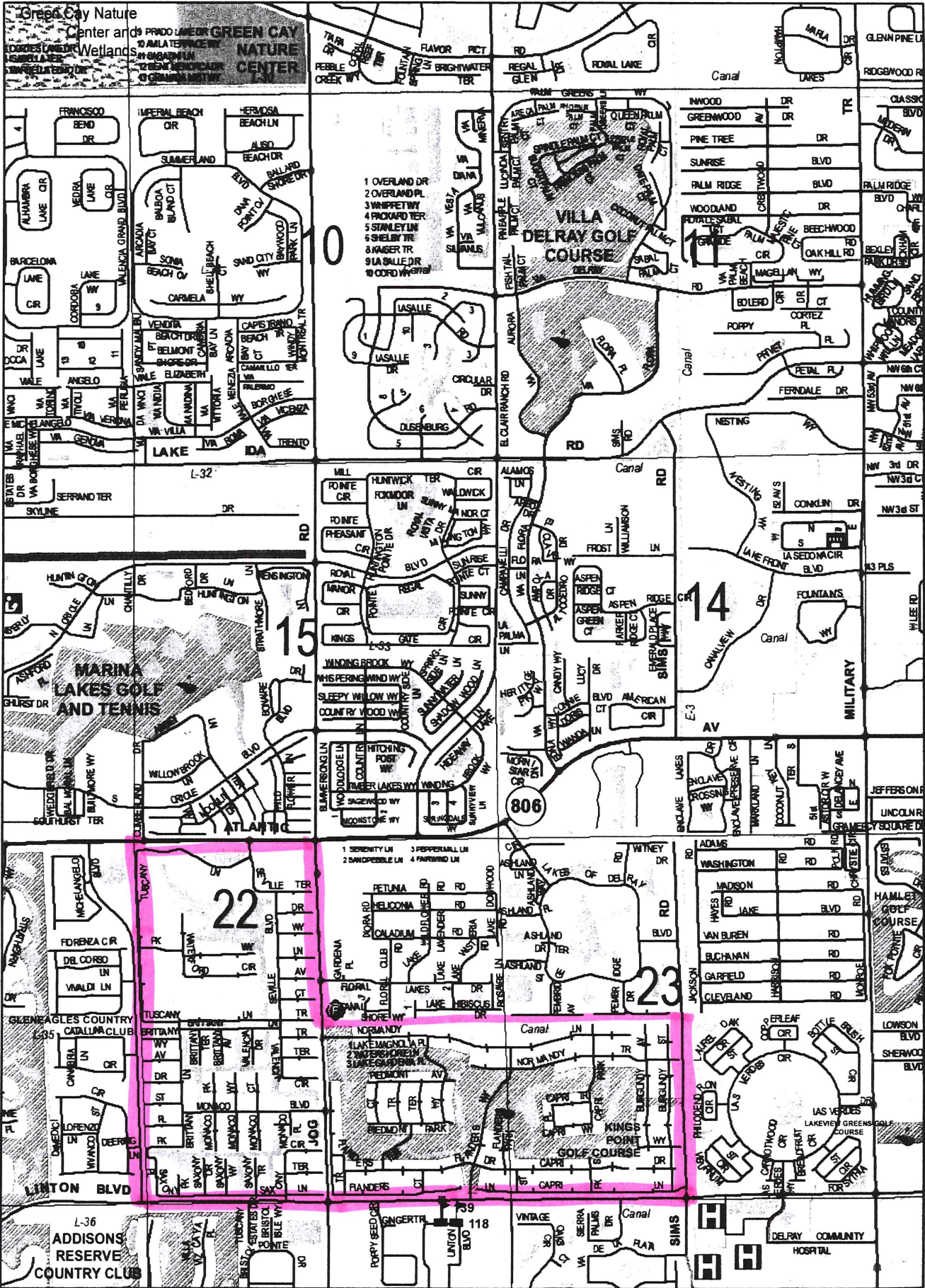
\_\_\_\_\_  
Department Director

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

TWP 46

TWP 46

TWP 46



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**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND KINGS POINT RECREATION CORPORATION, INCORPORATED**

**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 **KINGS POINT RECREATION CORPORATION, INCORPORATED (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 (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:** KINGS POINT RECREATION CORP, INC.  
Attention: FRANK IOVINE (President)  
c/o VESTA PROPERTY SERVICES, INC.  
LISA MANZIONE  
7000 W. ATLANTIC AVENUE  
DELRAY BEACH, FL 33446  
561-499-3335

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:**

KINGS POINT REC. CORP, INC.  
Attention: FRANK IOVINE (President)  
c/o VESTA PROPERTY MGMT CO.  
LISA MANZIONE  
7000 W. ATLANTIC AVE.  
DELRAY BEACH, FL 33446  
561-499-3335

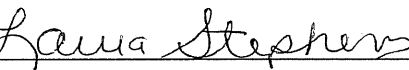
PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By:   
FRANK IOVINE, President

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

ATTEST:

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

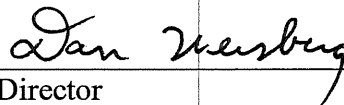
By: 

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By:   
Director



July 23, 2014

Kings Point Recreation Corporation, Inc.  
7000 West Atlantic Avenue  
Delray Beach, Florida 33466

Attention: Mr. Bill Guimond

Reference: Kings Point  
Palm Beach County Sheriff's Department Certification  
Palm Beach County, Florida

Dear Mr. Guimond:

Simmons & White, Inc. has completed our review of the traffic control features of the Kings Point development which is located just south of Atlantic Avenue west of Jog Road and at the northeast corner of Linton Boulevard and Jog Road in Palm Beach County, 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. The posted speed limit within the community is 25 miles per hour. 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.



BK/sa x:/docs/misc/tr/bryan/13048.guimond.certification.rev.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



AFFIDAVIT

I, FRANK IOVINE of Kings Point Recreation Corp, Inc. (KPRC) certify that I have the authority to act on behalf of the Association. I further certify that Kings Point Recreation Corporation, Inc. 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 Kings Point Recreation Corp., Inc 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.

Kings Point Recreation Corporation, Inc.

Frank Iovine  
Name

July 25, 2014  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 25 day of JULY, 2014, by Frank Iovine who is personally known to me or who has produced \_\_\_\_\_ as identification.

ATTEST: Laura Stephens  
Notary (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 KINGS POINT RECREATION CORPORATION INCORPORATED 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 KINGS POINT RECREATION CORPORATION INCORPORATED (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: [Signature]  
Title: Sheriff