

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

Meeting Date:	July 21, 2015	<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 Canyon Lakes 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 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 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:

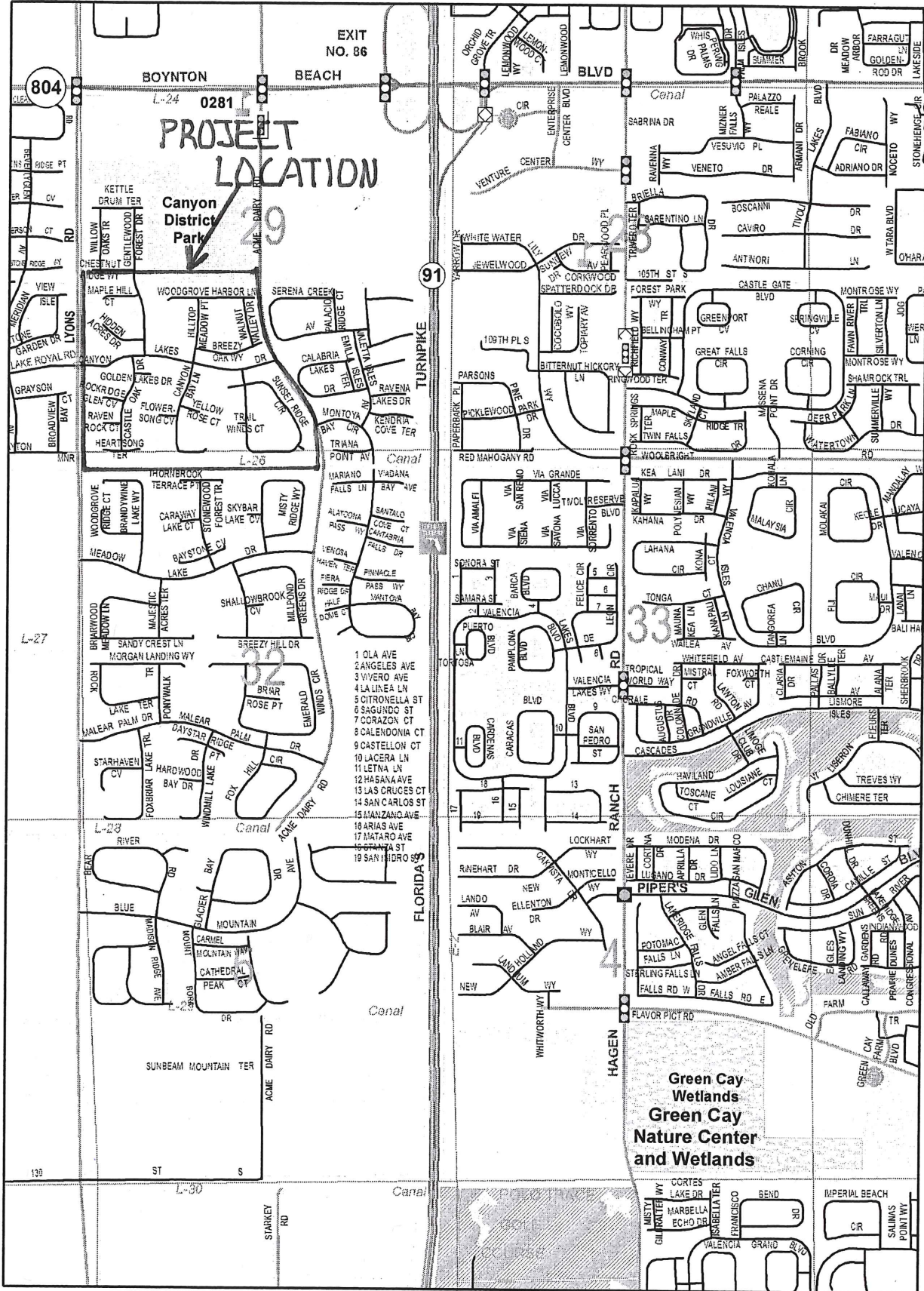
1. Location Sketch
2. Agreement with Exhibits A, B, C (3)

Recommended By:	<u> <i>Don Musberg</i> </u>	<u> 6/23/15 </u>	
	Department Director	Date	
Approved By:	<u> <i>A. J. Webb</i> </u>	<u> 6/23/15 </u>	
	County Engineer	Date	

TWP 45

TWP 45

TWP 46



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AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND CANYON LAKES HOMEOWNERS ASSOCIATION, INC.

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 and between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, hereinafter, and **CANYON LAKES 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: Canyon Lakes Homeowners Association, INC.
Attention: Mr. John Tisci, President
c/o Seacrest Services
Mr. James M. Bourassa
Canyon Lakes Homeowners Association, INC.
8771 Canyon Lakes Drive
Boynton Beach, Fl 33473
561-737-6440

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.

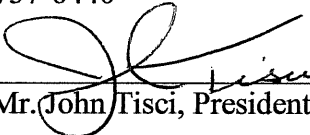
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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COMMUNITY:

Canyon Lakes Homeowners Association, INC
Attention: Mr. John Tisci, President
c/o Seacrest Services
Mr. James M. Bourassa
Canyon Lakes Homeowners Association, INC.
8771 Canyon Lakes Drive
Boynton Beach, Fl 33473
561-737-6440

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

By: 
Mr. John Tisci, President

By: _____
Shelley Vana, Mayor

ATTEST:

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

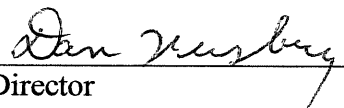
By: 
Katy Cornea

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: 
Director



CAP Traffic Engineering, Inc.



May 11, 2015

EXHIBIT A

Canyon Lakes HOA, Inc.
Attention: Mr. John Tisci (HOA Board President)
c/o Seacrest Services
Mr. James M. Bourassa
8771 Canyon Lakes Drive
Boynton Beach, FL 33473

**RE: Palm Beach County Traffic Control Agreement
Canyon Lakes Community Traffic Survey (EXHIBIT A)**

Dear Mr. Tisci:

CAP Traffic Engineering, Inc. has completed a survey of traffic control devices in the Canyon Lakes Community as shown on the attached map. The community is located south of Boynton Beach Boulevard bound to the west by Lyons Road and to the east by Acme Dairy Road. Two access points exist with security gates; one on Lyons Road and one on Acme Dairy Road.

After extensive review, the community speed limit and traffic control devices appear to comply with the Florida State Statutes, the Florida Department of Transportation Standards, the Manual on Uniform Traffic Control Devices (MUTCD), and the Palm Beach County Department of Transportation Standards. In my professional judgment the posted speed limit of 25 mph is appropriate for the entire community given the roadway geometrics, the relatively high number of driveways accessing the roadways, sight distance, crash data, and relatively high pedestrian activity. In addition, the 25 mph speed limit is in accordance with the Florida Statutes Section 316.189 and Palm Beach County. Finally, all the traffic control signs and pavement markings were found to comply with the height, reflectivity, and location requirements.

This letter serves as the Engineers Certification of the Canyon Lakes Community traffic control devices. If you have any questions or require further information please feel free to contact me.

Canyon Lakes Traffic Survey
April 27, 2015

Project:# I402
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Sincerely,

CAP Traffic Engineering, Inc.

Meaghan Capuano

Meaghan Capuano, P.E.

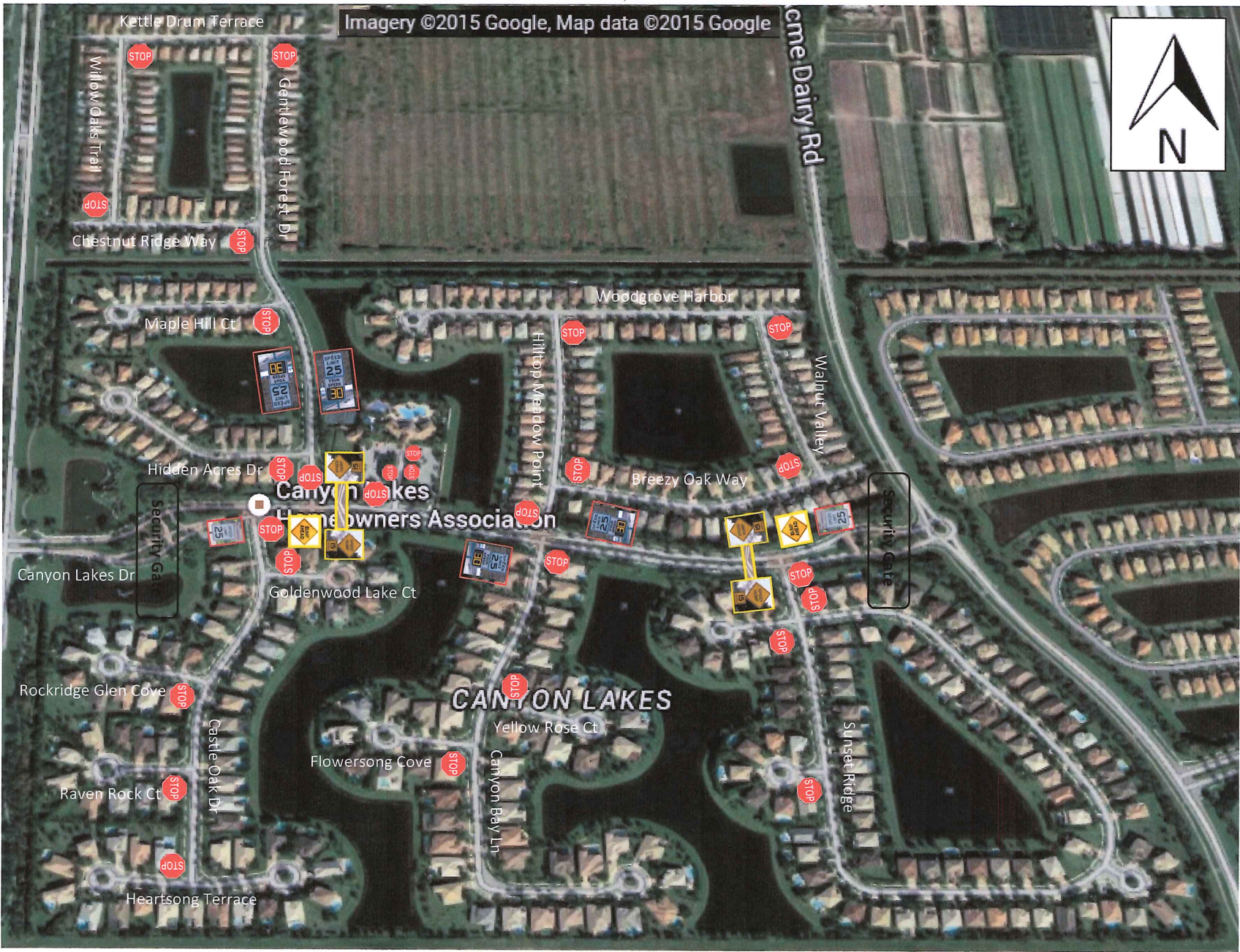
President/Traffic Engineer

CAPTrafficEngineering@gmail.com

C:561.284.1521

Enclosure

cc: Robert Patane, Palm Beach County Traffic Engineering



Lyons Rd

Acme Dairy Rd

Exhibit A

Existing Traffic Control Devices
Location Map

Legend



Stop Sign



Speed Limit Sign (25 mph)



Speed Humps (15 mph)



Speed Feedback Radar Sign



Bump Ahead Sign



AFFIDAVIT

I, John Tisci of Canyon Lakes Home Owners Association, Inc. (Canyon Lakes HOA) certify that I have the authority to act on behalf of the Association. I further certify that Canyon Lakes 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 Canyon Lakes 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.

Canyon Lakes Home Owner's Association, Inc.

[Signature]
Name

3-13-15
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 13th day of FEBRUARY, 2015, by JOHN TISCI who is personally known to me or who has produced FLORIDA DRIVER LICENSE as identification.

ATTEST: [Signature]
Notary (Seal)



Michael Todfield
Notary Public
State of Florida
My Commission Expires 12/04/2018
Commission No: FF 181396

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 Canyon Lakes 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 Canyon Lakes 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: _____
By: _____
Title: Sheriff