

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 2, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

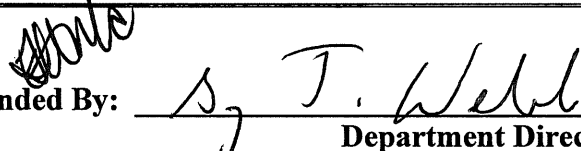
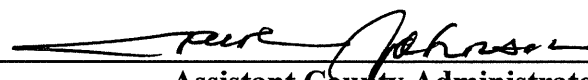
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Windchime Lakes Homeowner’s 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 the private roadways during normal patrol hours within the community. District 3 (LBH)

Background and Justification: Section 316.006, Florida Statutes, provides that Palm Beach County (County) may exercise traffic control 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 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 Map
 - 2. Agreement with Exhibits A, B, and C (3)

Recommended By:		3/29/17
	Department Director	Date
Approved By:		4/17/17
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
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-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
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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 Kovalainen

III. REVIEW COMMENTS

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

ASD 3/30 OFMB ET 3/30 3/31/17

Dr. J. Jaworski
Contract Dev. and Control
4/4/17

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

4/13 Assistant County Attorney

C. Other Department Review:

Department Director

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



AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND WINDCHIME LAKES HOMEOWNER'S ASSOCIATION, INC.

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, and **WINDCHIME LAKES HOMEOWNER'S 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 here 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**, 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 mailed to the following:

As to the activities of the **COUNTY** and **COMMUNITY**:

PALM BEACH COUNTY:

Palm Beach County Attorney's Office
Attn: Howard Falcon
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

With a copy to:

Palm Beach County Engineering and Public Works
Attn: Tanya McConnell, P.E., Deputy County Engineer
P.O. Box 21229
West Palm Beach, FL 33416-1229

COMMUNITY:

Windchime Lakes Homeowner's Association, Inc.
Attn: Walter Baldwin, President
c/o Carolina Management Services, Inc.
Wayne Barney, President
3447 High Ridge Road
Boynton Beach, FL 33426
(561) 968-2182

As to contract administration of the **SERVICES** under this Agreement:

SHERIFF:

Palm Beach County Sheriff's Office
Attn: 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, provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect 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) associate with 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:

Windchime Lakes Homeowner's
Association, Inc.
Attn: Walter Baldwin, President
c/o Carolina Management Services, Inc.
Wayne Barney, President
3447 High Ridge Road
Boynton Beach, FL 33426
(561) 958-2182

By: 

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

By: _____

Paulette Burdick, Mayor

ATTEST:

By: 

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____

Deputy Clerk

APPROVED AS TO TERMS AND
CONDITIONS

By: 

Traffic Division

3/27/17

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

County Attorney

TYLININTERNATIONAL

engineers | planners | scientists

September 15, 2016

Windchime Lakes HOA, Inc.
c/o Carolina Management Services, Inc.
Mr. Wayne Barney
3447 High Ridge Road
Boynton Beach, FL 33426

ATTN: Mr. Walter Baldwin
President

RE: Palm Beach County Traffic Control Agreement
EXHIBIT A – Traffic Survey Letter and Map

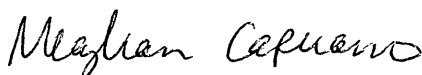
Dear Mr. Baldwin:

T. Y. Lin International has completed a survey of the traffic control devices in the Windchime Lakes Community as shown on the attached map. The community is located in the northeast corner of the intersection of Jog Road and Gateway Boulevard. One access points exist on Gateway Boulevard with an unmanned security gate.

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 Traffic Division 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, and sight distance limitations. 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 of the MUTCD.

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

Sincerely,
T. Y. Lin International

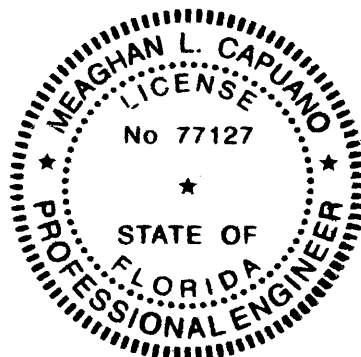


Meaghan Capuano, P.E.
Transportation Engineer

MPC/Attachment

cc: Robert Patane, Palm Beach County Traffic Engineering

T:\Rochester\Projects\436403.00\400_DATA\50_Traffic\Agmt Docs for Co\Final\Traffic Survey Letter-Exhibit A-Final.docx





Imagery ©2016 Google, Map data ©2016 Google

LEGEND:

STOP SIGN

SPEED LIMIT SIGN

SPEED BUMP

TYLIN INTERNATIONAL



EXHIBIT A
WINDCHIME LAKES
EXISTING TRAFFIC CONTROL DEVICE
LOCATION MAP

AFFIDAVIT

I, Walter Baldwin of Windchime Lakes Home Owner's Association, Inc. certify that I have the authority to act on behalf of the Association. I further certify that Windchime Lakes Home Owner's Association, 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 Windchime 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.

Windchime Lakes Home Owner's Association, Inc.

Name

Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 26 day of September 2016, by Walter Baldwin who is personally known to me or who has produced n/a as identification.

ATTEST:

Notary

(Seal)

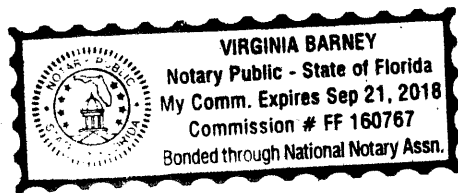


EXHIBIT "C"

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 WINDCHIME 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 WINDCHIME 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: 12/19/16
By: [Signature]
Title: Sheriff