

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	December 4, 2018	<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


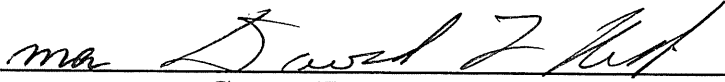
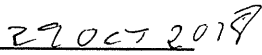
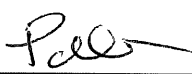
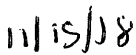
Motion and Title: Staff recommends motion to approve: an agreement with The Polo Club of Boca Raton Property Owners Association Inc. (Community) for traffic control jurisdiction to be performed by the Palm Beach County Sheriff's Office (Sheriff).

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 5 (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:		
	County Engineer	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
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
Does this item include the use of federal funds? Yes No X

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: . Alice Kovalainen

III. REVIEW COMMENTS

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

Lisa M 10/30/18 OFMB
SP10/29
om 10/29
[Signature] for Lisa Jacobowitz
Contract Dev. and Control
11/13/18 TR

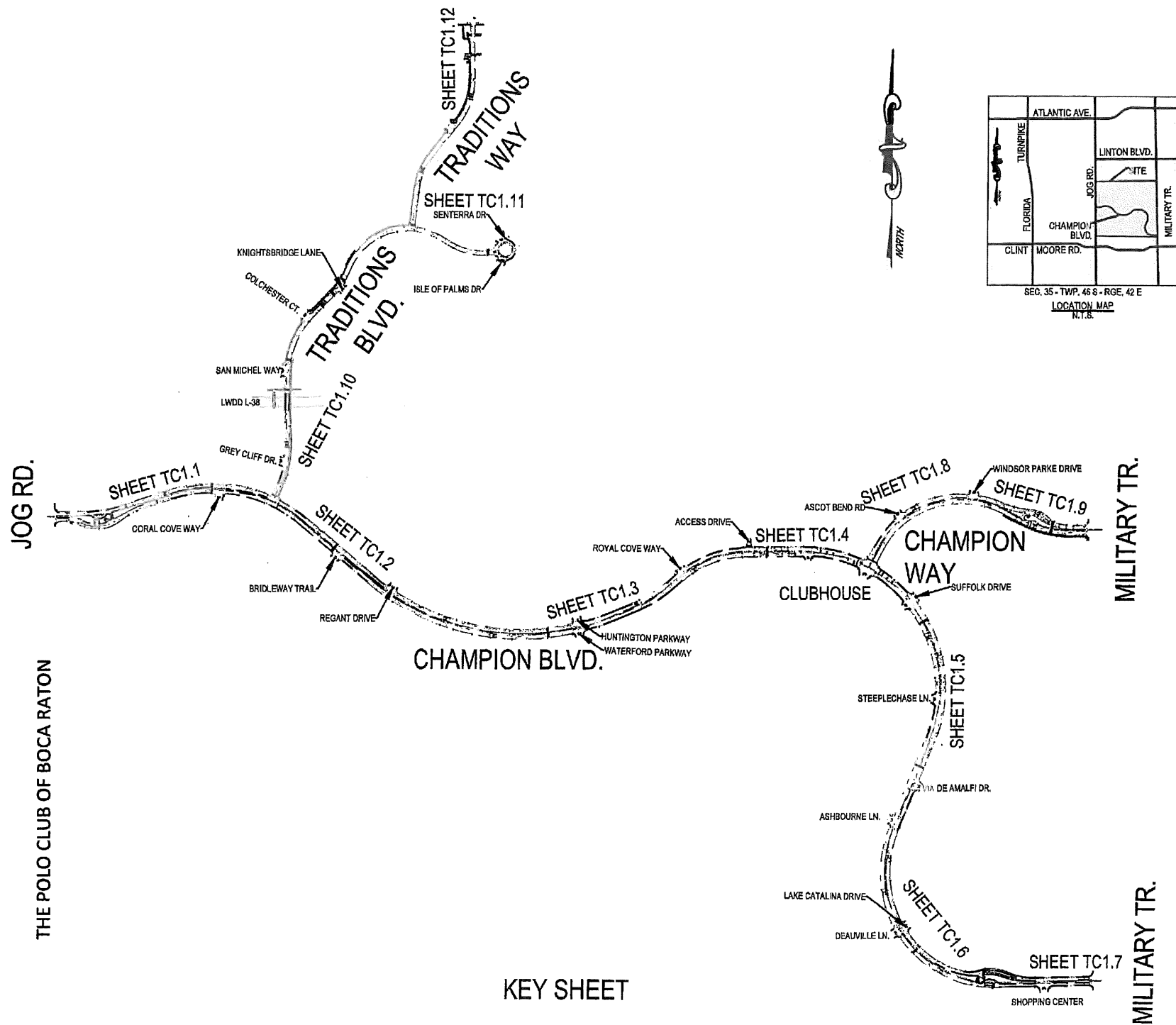
B. Approved as to Form
and Legal Sufficiency:

[Signature] 11/15/2018
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 THE POLO CLUB OF BOCA RATON PROPERTY OWNERS ASSOCIATION INC.

THIS AGREEMENT, made and entered into this Click here to enter text day of Click here to enter text, 2018 between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, by and through its Board of County Commissioners and **THE POLO CLUB OF BOCA RATON PROPERTY OWNERS ASSOCIATION INC. (COMMUNITY)** (**individually “Party” or collectively (“Parties”)**) representing a private residential community located in Palm Beach County, Florida.

WITNESSETH:

WHEREAS, COMMUNITY owns or controls the private roadways within its development as; 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, (**SHERIFF**); and

WHEREAS, COMMUNITY wishes to contract with the **COUNTY** for the **SHERIFF** to provide for enforcement of traffic laws of the state over the private roads in the **COMMUNITY**.

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 **COMMUNITY’s** roadways during normal patrol hours (**SERVICES**). Should **COMMUNITY** desire **SHERIFF** to be situated in its development at times outside normal patrol hours, **COMMUNITY** understands that a separate contract shall be executed for additional services and **COMMUNITY** will be invoiced for such additional **SERVICES by the SHERIFF’s Contracts and Permits Division**.
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**).
4. **COMMUNITY** shall provide an affidavit, affirming that the **COMMUNITY** owns or controls the roadways within the **COMMUNITY (Exhibit B)**.
5. **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.
6. 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**.
7. 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**.
8. This Agreement may be canceled by the **COUNTY** or **COMMUNITY** for any reason after sixty (60) days written notice has been provided to the other Party with a copy to the **SHERIFF**.
9. 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.

10. 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 Engineering and Public Works
Attn: Motasem Al-Turk, Ph.D., P.E. – Director, Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

COMMUNITY: The Polo Club of Boca Raton
Attn: Stanley Goldberg
President & CEO
5400 Champion Blvd.
Boca Raton, FL 33496
Phone #: 561-995-1165

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

SHERIFF: Palm Beach County Sheriff's Office
Attn: Lt. Paul Rispoli
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 687-6825

11. 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.

12. 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.

13. 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**.

14. 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.

15. 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.

16. This Agreement shall be construed by and governed by the laws of the State of Florida.

17. Any costs or expenses (including reasonable attorney's fees) associated with enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties.

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

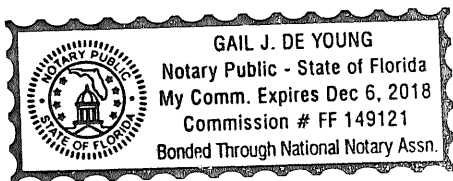
COMMUNITY:

POLO CLUB OF BOCA RATON
Attn: STANLEY GOLDBERG
PRESIDENT & CEO
5400 CHAMPION BLVD.
BOCA RATON, FL 33496
Phone #: 561-995-1165

By: _____

ATTEST:

By: _____



PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____

Melissa McKinlay, Mayor

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____

Deputy Clerk

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

Motasem Al-Turk, Ph.D., P.E.,
Director - Traffic Division

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Yelizaveta Herman
Assistant County Attorney

June 18, 2018

Palm Beach County
Department of Engineering and Public Works
Traffic Division
2300 N Jog Road, Third Floor
West Palm Beach, Florida 33411

Attn: Robert Patane
Traffic Data Supervisor

Re: The Polo Club of Boca Raton
Traffic Control Jurisdiction Agreement

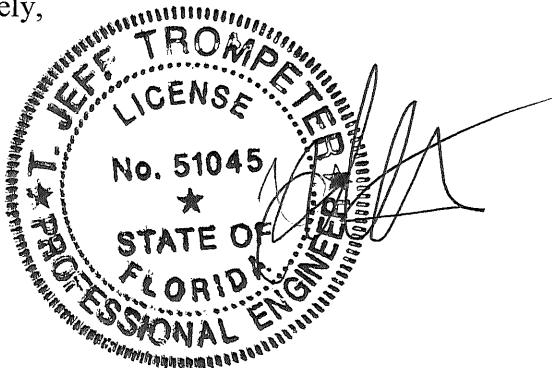
Dear Mr. Patane:

Please find attached a plan exhibit (8.5"x11") depicting the traffic control and regulatory signs and striping in accordance with the Palm Beach County Traffic Control Jurisdiction Agreement.

The signage and striping are in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation (FDOT), and the Palm Beach County Typicals for Pavement Markings, Signing & Geometrics in effect at the time of the survey of the site.

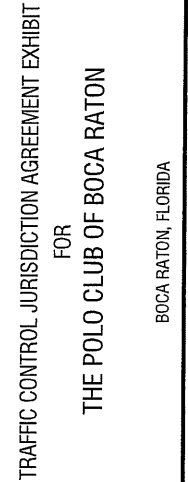
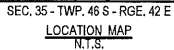
There are no deviations from the statutory speed limits in accordance with Florida Statutes Section 316.189 and the posted speed limit of 30 MPH is consistent with the statute for residential neighborhoods.

Sincerely,



By: 6/18/2018
T. Jeff Trompeter, P.E., President
Florida License No. 51045

Enclosures



T. Jeff Trompeter, P.E.
Florida License No. 51045

PROJECT NUMBER
18558

DATE: 6/6/2018

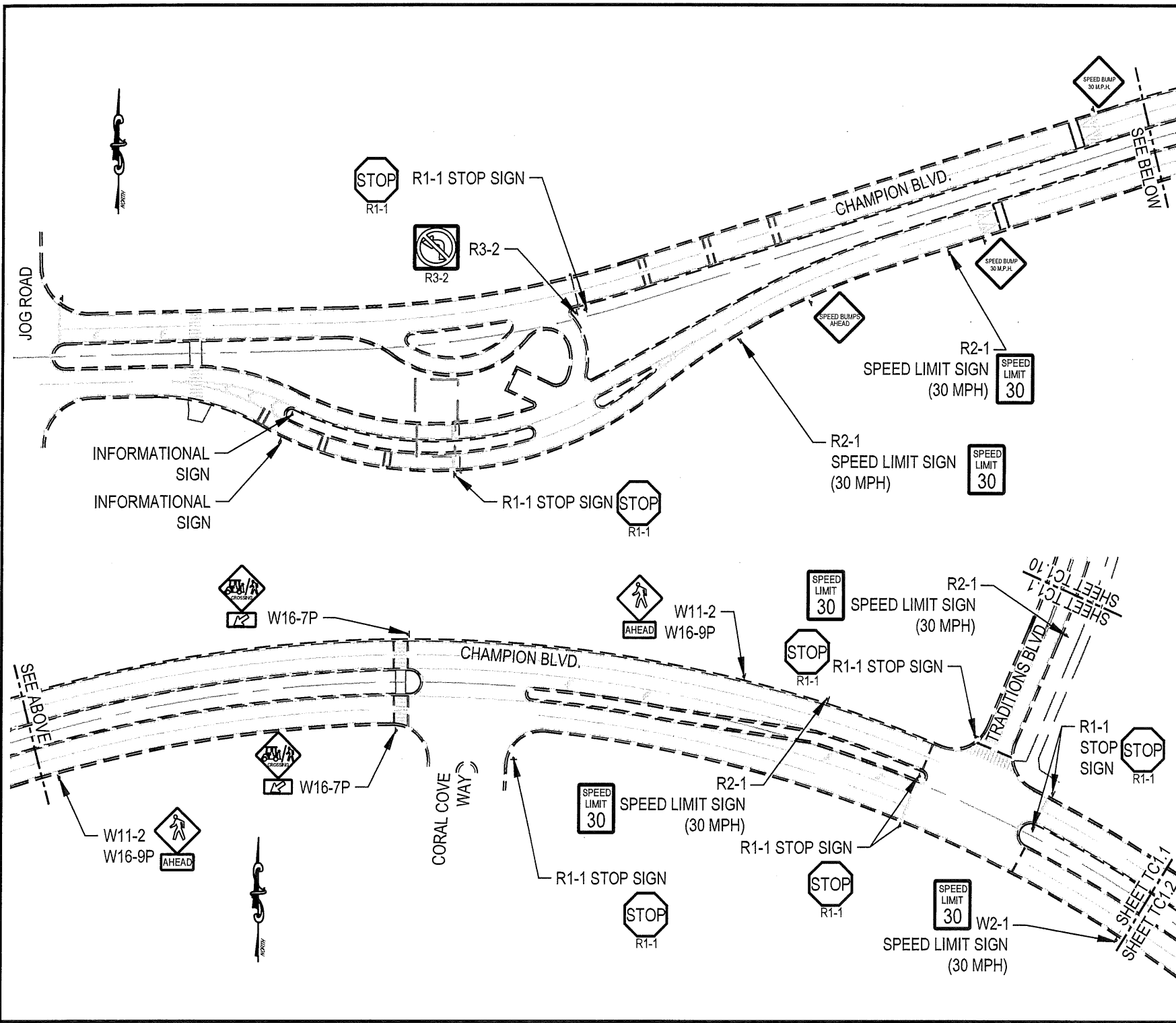
DESIGNED:	JT
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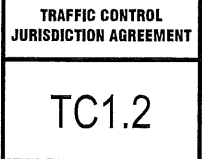
DRAWN:		CJ	

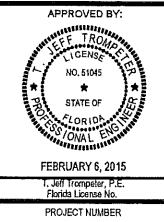
NO.	DATE	REVISION DESCRIPTION
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TRAFFIC CONTROL JURISDICTION AGREEMENT

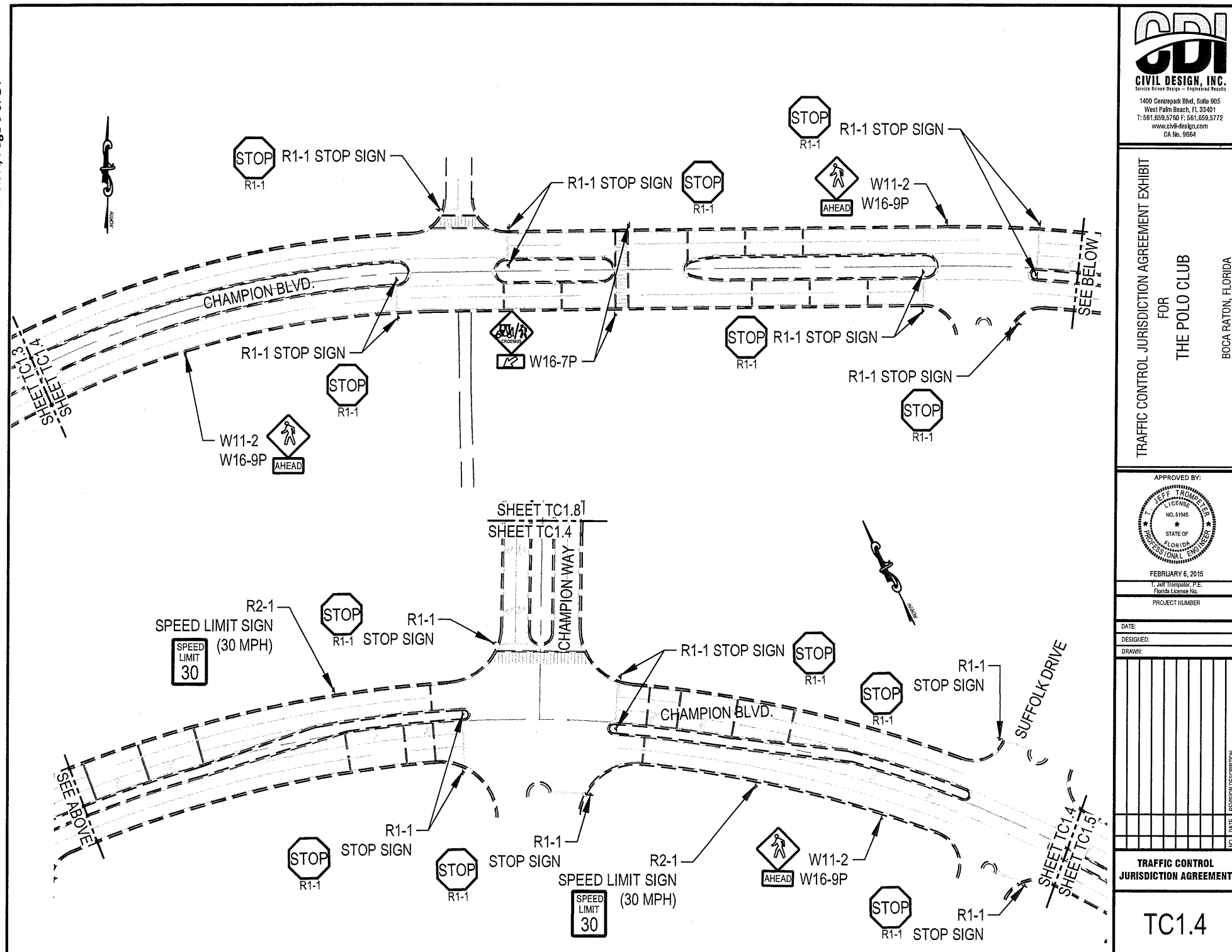
TC1.0

[illegible]



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<p>TRAFFIC CONTROL JURISDICTION AGREEMENT</p>
<p>TC1.3</p>

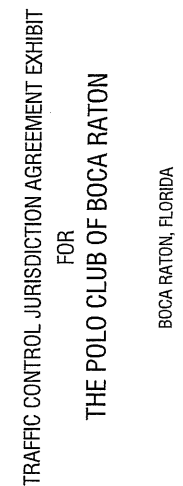


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CA No. 9664

TRAFFIC CONTROL JURISDICTION AGREEMENT EXHIBIT
FOR
THE POLO CLUB
BOCA RATON, FLORIDA

[illegible]



APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

PROJECT NUMBER
18558

DATE: 6/5/2018

DESIGNED: JT

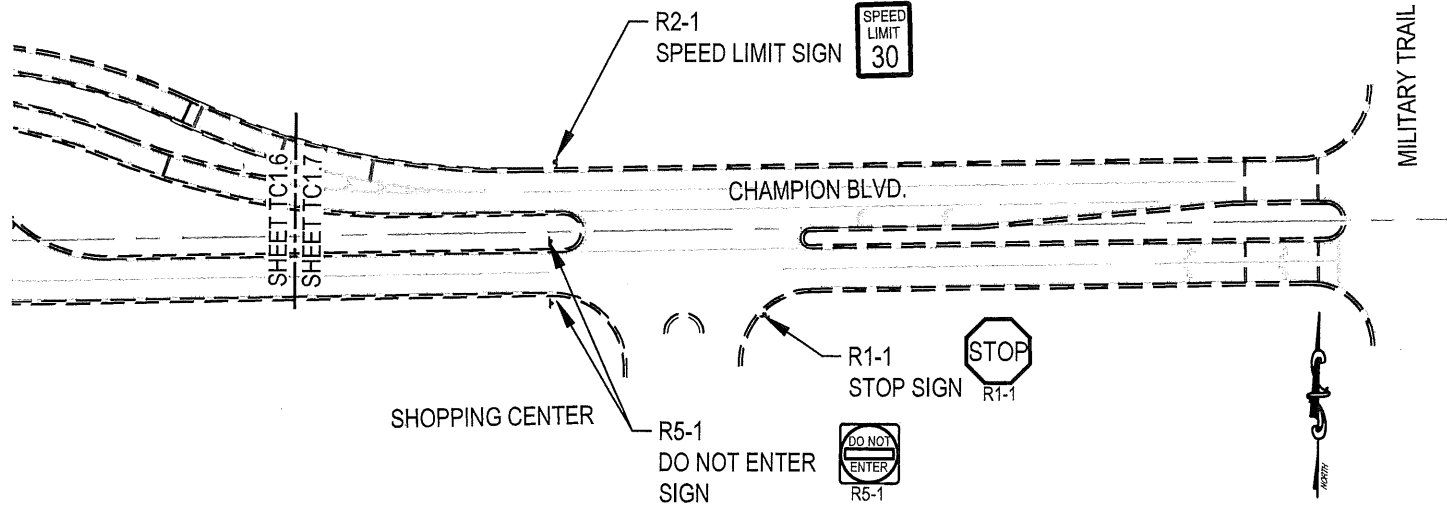
DRAWN: CJ

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TRAFFIC CONTROL JURISDICTION AGREEMENT

TC1.5

TC1.6



TRAFFIC CONTROL JURISDICTION AGREEMENT EXHIBIT
FOR
THE POLO CLUB OF BOCA RATON
BOCA RATON, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
Florida License No. 51045

PROJECT NUMBER

DATE: 6/6/2018

DESIGNED: JT

DRAWN:	CJ
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NO.	DATE	REVISION DESCRIPTION
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TRAFFIC CONTROL JURISDICTION AGREEMENT

TC1.7

BOCA RATON, FLORIDA

APPROVED BY:

T. Jeff Trampeler, P.E.
Florida License No. 5101

PROJECT NUMBER
18558

6/6/2018

31

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[illegible]

**TRAFFIC CONTROL
JURISDICTION AGREEMENT**

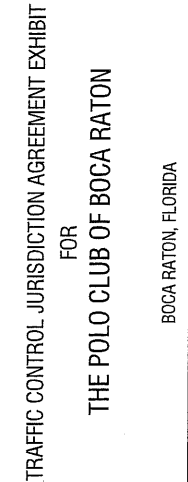
TC1.8



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Service Drive Design — Registered Architects
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West Palm Beach, FL 33401
T: 561.659.5760 F: 561.659.5772
www.cdi-design.com
CA No. 9864

TC1.9





DRAWN: CJ

[illegible]

TC1.11

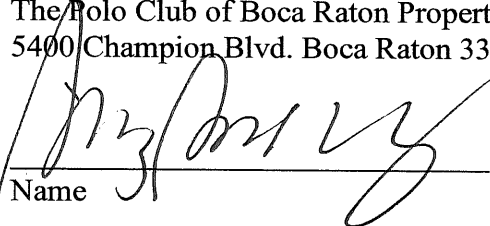
AFFIDAVIT

I Stanley Goldberg, President of the Polo Club of Boca Raton Property Association Inc. certify that I have the authority to act on behalf of the Association. I further certify that Polo Club of Boca POA 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 Polo Club of Boca Raton 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.

The Polo Club of Boca Raton Property Owners Association Inc.
5400 Champion Blvd. Boca Raton 33496

Name



Date

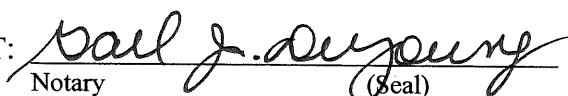
7/10/18

STATE OF FLORIDA
COUNTY OF PALM BEACH

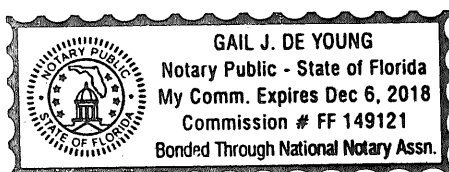
This foregoing instrument was acknowledged before me this 10TH day of JULY, 2018, by STANLEY GOLDBERG who is personally known to me or who has produced _____ as identification.

ATTEST:

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 Polo Club of Boca Raton Property Owners Association Inc. A private residential community. Further, the Palm Beach County Sheriff's Office hereby waives the statutory requirement that establishes October 1 as the effective date of the Agreement.

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 Polo Club of Boca Raton Property Owners Association Inc. (Agreement).

Date: 8/6/18
By: [Signature]
Title: Sheriff