# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	June 8, 2021	[X] Consent [ ] Ordinance	[ ] Regular [ ] 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 Arden Homeowners Association, Inc. (Community) for enforcement of the traffic laws of the state to be performed by the Palm Beach County Sheriff's Office (PBSO).

**SUMMARY:** Approval of this agreement will authorize PBSO to provide enforcement of the traffic laws of the state upon the private roadways during normal patrol hours within the Community. <u>District</u> <u>6</u> (YBH)

**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 PBSO. The Community wishes to contract with the County to have PBSO provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours at the discretion of PBSO. Should the Community desire PBSO to be situated in its development at times outside normal hours, the Community understands that a separate contract must be executed with PBSO for additional services and that the Community will be invoiced by PBSO for such additional services.

## **Attachments:**

1. Location Map

2. Agreement with Exhibits A, B, and C (3)

2. Agreement with Exhibit	is A, B, and C (3)	
MEL	4 / /	**
Recommended By:yBH/TE		5/5/2021
•	County Engineer	Date
Approved By:	Pal	5/9/21
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$ -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-
NET FISCAL IMPACT	\$ -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:

III. REVIEW COMMENTS

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

OFMBQA 55.21 658/21

Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

**Department Director** 

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



## AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE STATE, BETWEEN PALM BEACH COUNTY AND AND HOMEOWINERS ASSOCIATION, INC.

THIS AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE STATE
(AGREEMENT), made and entered into this day of 20 between PALM BEACH
COUNTY (COUNTY), a political subdivision of the State of Florida, by and through its Board of County  Commissioners and Arden Homeouners Association, Inc.
(COMMUNITY) (individually "Party" or collectively "Parties") representing a private
residential community located in Palm Beach County, Florida.
WITNESSETH:
WHEREAS, the COMMUNITY owns or controls the private roadways within
Arden (DEVELOPMENT); and
WHEREAS, Section 316.006 (3)(b), Florida Statutes, provides that the COUNTY may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Section 316.006 (3)(b), Florida Statutes further requires the COUNTY to consult with a designee of the Palm Beach County Sheriff's Office (SHERIFF), regarding the agreement, as evidenced in Exhibit C; and

WHEREAS, the 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 DEVELOPMENT.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the Parties hereby agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. The COMMUNITY desires to have the SHERIFF provide enforcement of the traffic laws of the state upon the COMMUNITY's roadways during normal patrol hours (SERVICES). Should the COMMUNITY desire the SHERIFF to be situated in its DEVELOPMENT at times outside normal patrol hours, the COMMUNITY understands that a separate contract shall be executed for additional services. The COMMUNITY will be invoiced for such additional services by the SHERIFF's Contracts and Permits Division.
- 3. The COMMUNITY has provided the COUNTY with certification by a licensed engineer that traffic control devices within the DEVELOPMENT are in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) and Chapter 316, Florida Statutes (Exhibit A).
- 4. The COMMUNITY has provided an affidavit, affirming that the COMMUNITY owns or controls the roadways within the DEVELOPMENT (Exhibit B).
- 5. The COUNTY and SHERIFF shall exercise their authority in the DEVELOPMENT's geographical area pursuant to this AGREEMENT and granted by the laws of the State of Florida.
- 6. Any proposed change to a traffic control device or addition of a new traffic control device within the DEVELOPMENT must be submitted to the COUNTY in writing for review. The COUNTY will provide the COMMUNITY with written notification of its decision. The COMMUNITY shall not install nor modify any traffic control device within the DEVELOPMENT unless approved by the COUNTY (Approved Traffic Control Device).
- 7. Within 10 business days after an Approved Traffic Control Device is installed, the COMMUNITY shall submit to the COUNTY a certification by a licensed engineer that the Approved Traffic

- Control Devices within the DEVELOPMENT were installed and are in accordance with the standards set forth in the MUTCD and Chapter 316, Florida Statutes.
- The COMMUNITY shall grant COUNTY and SHERIFF access to the DEVELOPMENT as 8. needed in order for the COUNTY and SHERIFF to fulfill its duties associated with this AGREEMENT.
- The COMMUNITY shall be responsible for maintaining all traffic control devices within the DEVELOPMENT, as directed by the COUNTY.
- 10. The COMMUNITY shall reimburse the COUNTY for all actual costs incurred by the COUNTY related to traffic control. This includes but is not limited to costs incurred to review any proposed new traffic control devices and/or proposed change to a traffic control device submitted after the certification date in Exhibit A, and costs associated with the COUNTY inspecting traffic control devices within the DEVELOPMENT.
- The COMMUNITY shall be responsible for regularly inspecting, identifying and replacing 11. damaged or missing traffic control devices. The COMMUNITY shall notify the COUNTY of any damaged or missing traffic control device within two (2) weeks of discovery. The COMMUNITY shall repair and or replace any damaged or missing traffic control device within 90 days of discovery. The COMMUNITY shall notify the COUNTY of any repair or replacement of any traffic control device within 48 hours of the completed repair or replacement.
- The COMMUNITY shall have 90 days to complete any COUNTY requested traffic control device 12. repair or replacement within the DEVELOPMENT.
- 13. Under no circumstances shall the COUNTY incur any cost related to installing, inspecting, or maintaining any traffic control device within the DEVELOPMENT.
- The rendition of SERVICES, standards of performance, discipline and other matters incident to 14. the performance of such SERVICES, and the control of personnel employed shall be within the sole discretion of the SHERIFF.
- 15. Persons employed in the performance of SERVICES provided are appointees of the SHERIFF and not the COUNTY. As appointees of the SHERIFF, they receive all benefits, training and promotion opportunities provided by the SHERIFF.
- 16. 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.
- 17. This AGREEMENT is subject to modification in writing by the mutual consent of the Parties to this AGREEMENT and executed with the same formality as the original AGREEMENT.
- 18. 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:

COUNTY:

Palm Beach County Engineering and Public Works

Attn: Motasem Al-Turk, Ph.D., P.E. – Director, Traffic Division 2300 North Jog Road, 3<sup>rd</sup> Floor

West Palm Beach, FL 33411

With a copy to:

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

**COMMUNITY:** 

Arden Homeowners Association, Inc Attn: Ton Kanfer 2535 Arden fack Drive Wellington, FL 33470 Phone #: 561-461-JSOI

As to the contract for the 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

- 19. The exercise of enforcement of the traffic laws provided for herein shall be in addition to the jurisdictional authority presently exercised by the COUNTY and SHERIFF under law, and nothing in this AGREEMENT shall be construed to limit or remove any jurisdictional authority.
- 20. The COMMUNITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the COMMUNITY.
- 21. The COUNTY has consulted with the SHERIFF as required by 316.006(3)(b)(2), Florida Statutes.
  See acknowledgment of consultation, a copy of which is attached hereto and incorporated herein as Exhibit C.
- 22. 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.
- 23. 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
- 24. This AGREEMENT, including any exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same. The COUNTY may execute the AGREEMENT through electronic or manual means. The COMMUNITY shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.
- 25. This AGREEMENT shall be construed by and governed by the laws of the State of Florida.
- 26. 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.
- 27. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the COMMUNITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, the COMMUNITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The COMMUNITY is specifically required to:
  - A. Keep and maintain public records required by the COUNTY to perform services as provided under this AGREEMENT.
  - B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The COMMUNITY

- further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the AGREEMENT, if the COMMUNITY does not transfer the records to the public agency.
- D. Upon completion of the AGREEMENT, the COMMUNITY shall transfer, at no cost to the COUNTY, all public records in possession of the COUNTY's custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the COMMUNITY transfers all public records to the COUNTY upon completion of the AGREEMENT, the COMMUNITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the COMMUNITY keeps and maintains public records upon completion of the AGREEMENT, the COMMUNITY shall meet all applicable requirements for retaining public records. All records stored electronically by the COMMUNITY must be provided to the COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY, at no cost to the COUNTY.

Failure of the COMMUNITY to comply with the requirements of this article shall be a material breach of this AGREEMENT. The COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. The COMMUNITY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE COMMUNITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMMUNITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST <u>a PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680.

- 28. The COMMUNITY shall, at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, commercial general liability insurance with limits of at least \$1 million per occurrence, and include COUNTY and SHERIFF as Additional Insureds on such policy. The COMMUNITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as the COUNTY's review or acceptance of insurance maintained by the COMMUNITY are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the COMMUNITY under the AGREEMENT.
- 29. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County R-2017-1770, as amended.

30. The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COMMUNITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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

**COUNTY:** 

APPROVED AS TO TERMS AND CONDITIONS

Motasem Al-Turk Traffic Division Director

(COMMUNITY'S Seal)

ATTEST:

COMMUNITY: Arden Associa

a Florida

[corporation/not for prolit]

corporation licensed to do business in

BY:

(Print Name and Title)

(Print Name and Title)

EXECUTED by COUNTY this	day of, 20
(COUNTY Seal)	
ATTEST:	
Joseph Abruzzo Clerk of the Circuit Court & Comptroller	Palm Beach County, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, by and through its BOARD OF COUNTY COMMISSIONERS
By:	By:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: ybh Yelizaveta B. Herman Assistant County Attorney	



April 7, 2021

Arden Homeowner's Association, Inc. 2835 Arden Park Drive Wellington, Florida 33470

Attention:

Ms. Toni Kanfer

Reference:

Arden Sheriff Certification Palm Beach County, Florida

Dear Ms. Kanfer:

Simmons & White, Inc. has completed our review of the traffic control devices of the Arden residential development which is located on the north side of Southern Boulevard approximately 2 miles west of Lion Country Safari Road in Palm Beach County, Florida. Note the development is still partially under construction. The traffic control devices certification is for Phase 1 (Pod's A, B, and E) and Pod K of Phase 2. The remaining Pod's and phases are not included in this certification since the traffic control devices have not been fully installed.

The observed traffic controls meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD) and Chapter 316, Florida Statutes. Specifically, the traffic control devices are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. The approved signing and marking plans are attached for reference with any changes noted. 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.

SINCERELY SIMPLES WHITE, INC.

No. 76

Bryan Cokelley P.E.

BGK/sa x:/docs/miscltr/bryan/20033.arden

2581 Metrocentre Boulevard West Suite 3 West Palm Beach Florida 33407

T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com

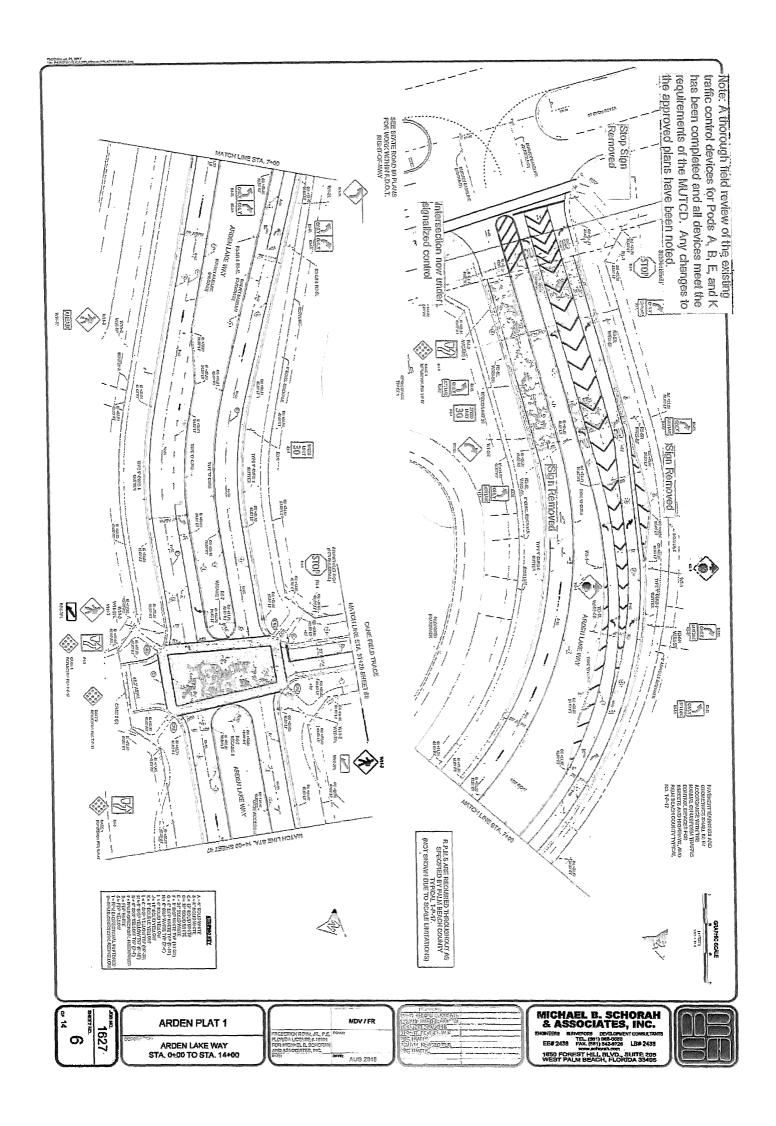
Certificate of Authorization Number 3458

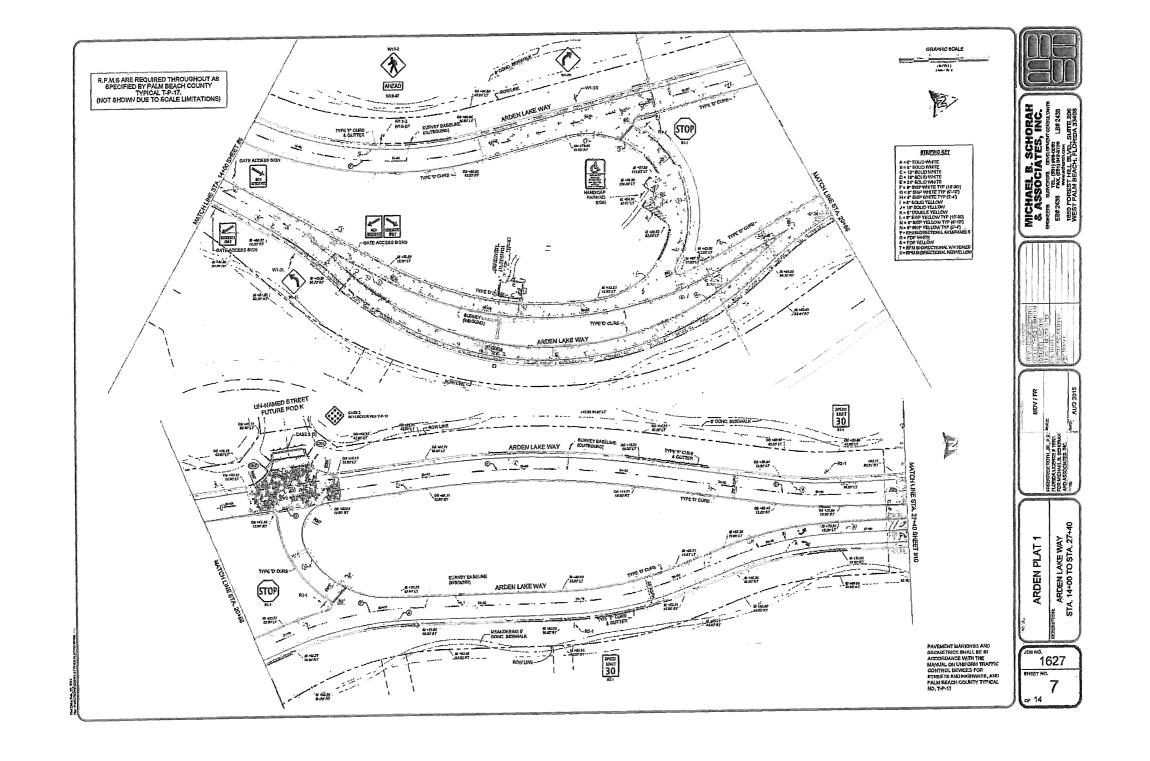
ARDEN-DEVELOPMENT PHASING MAP

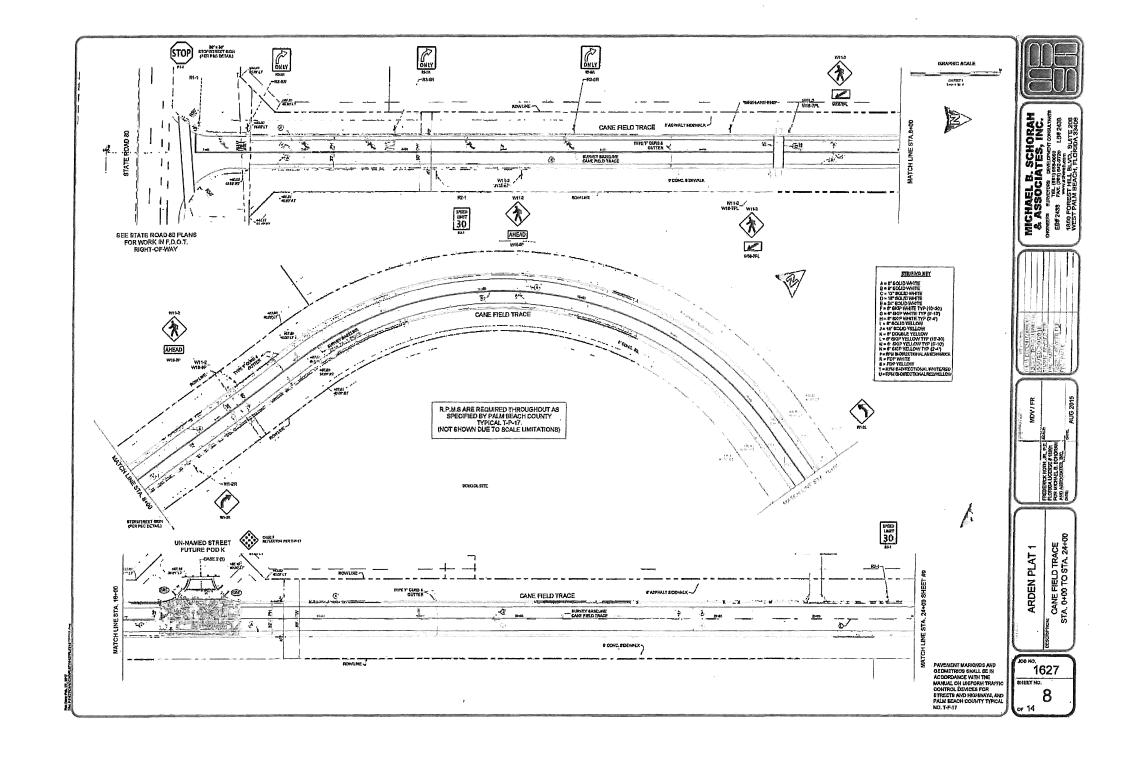
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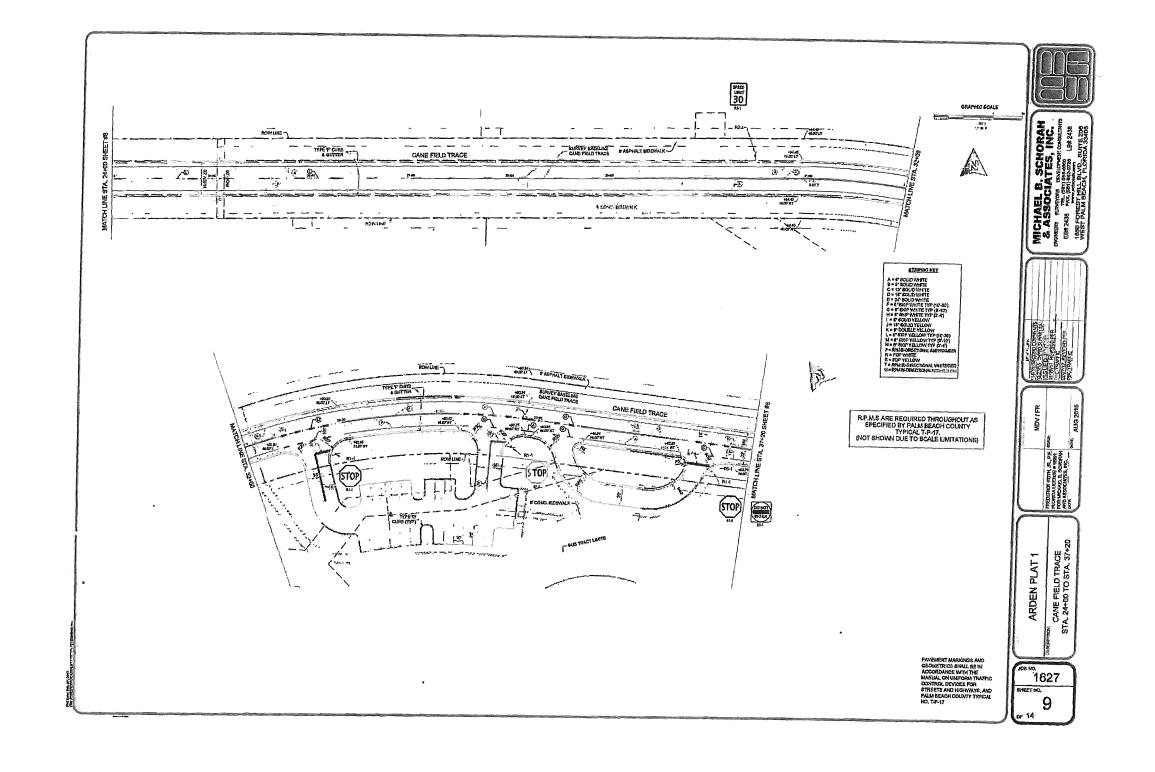
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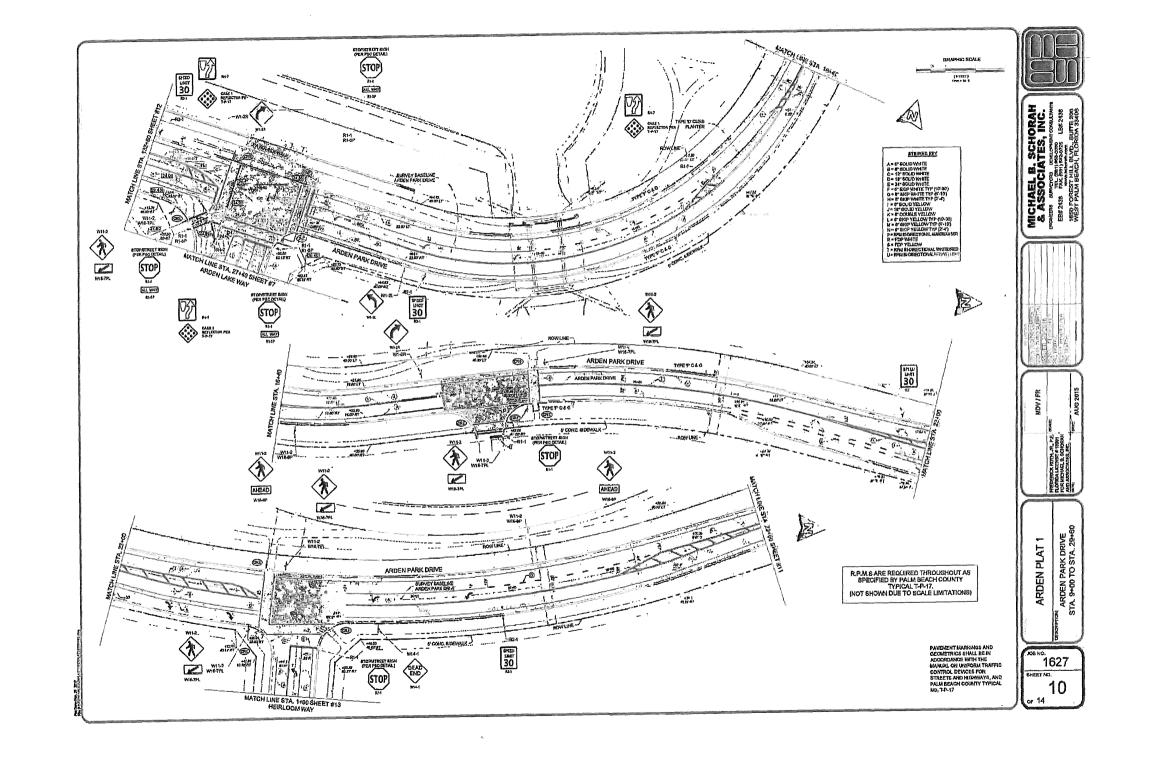
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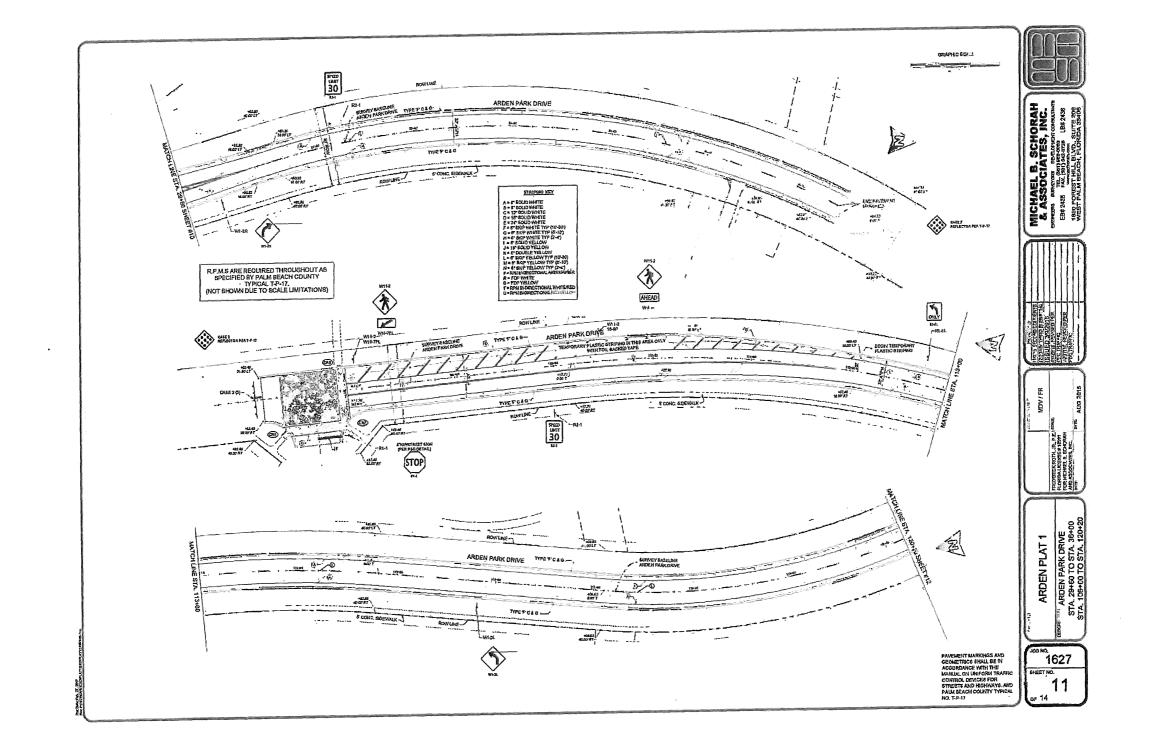


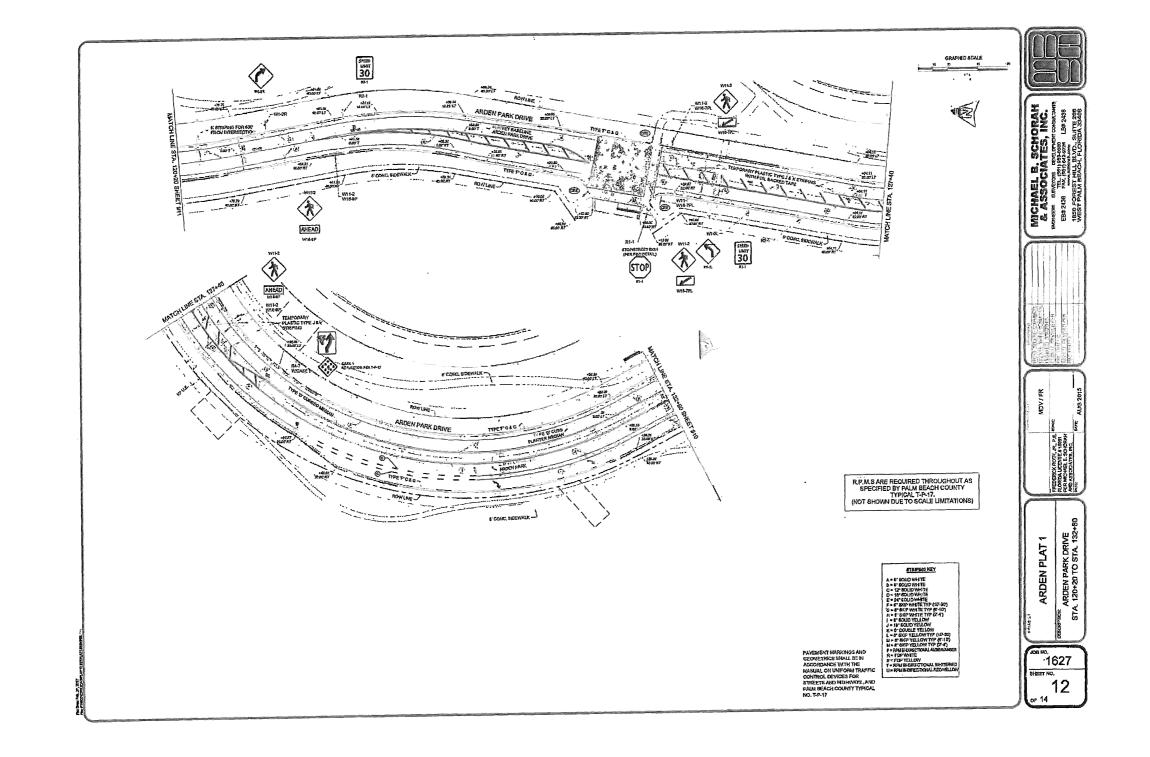


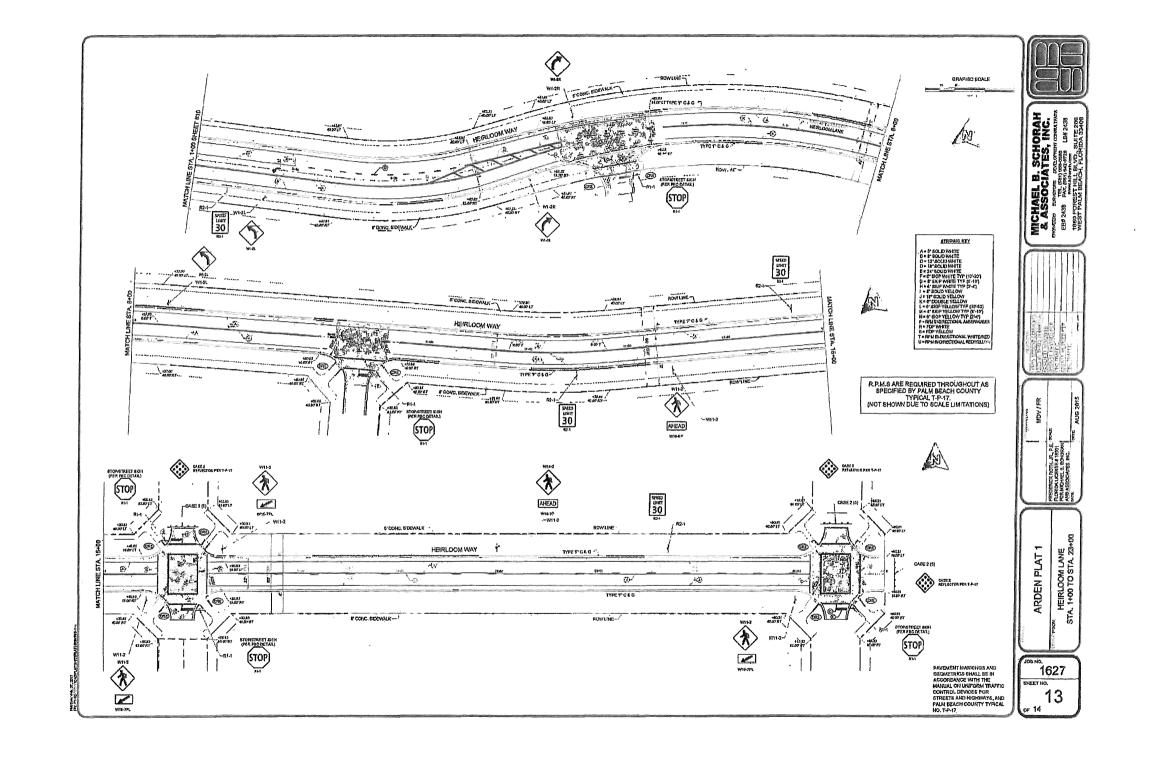


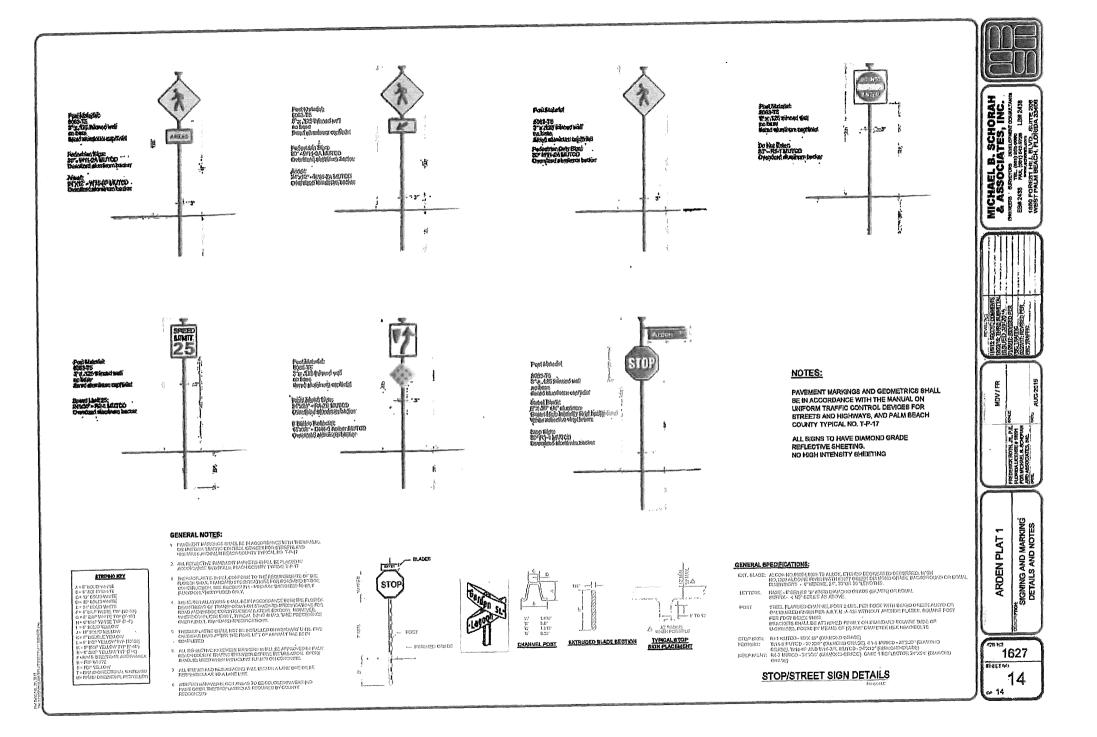


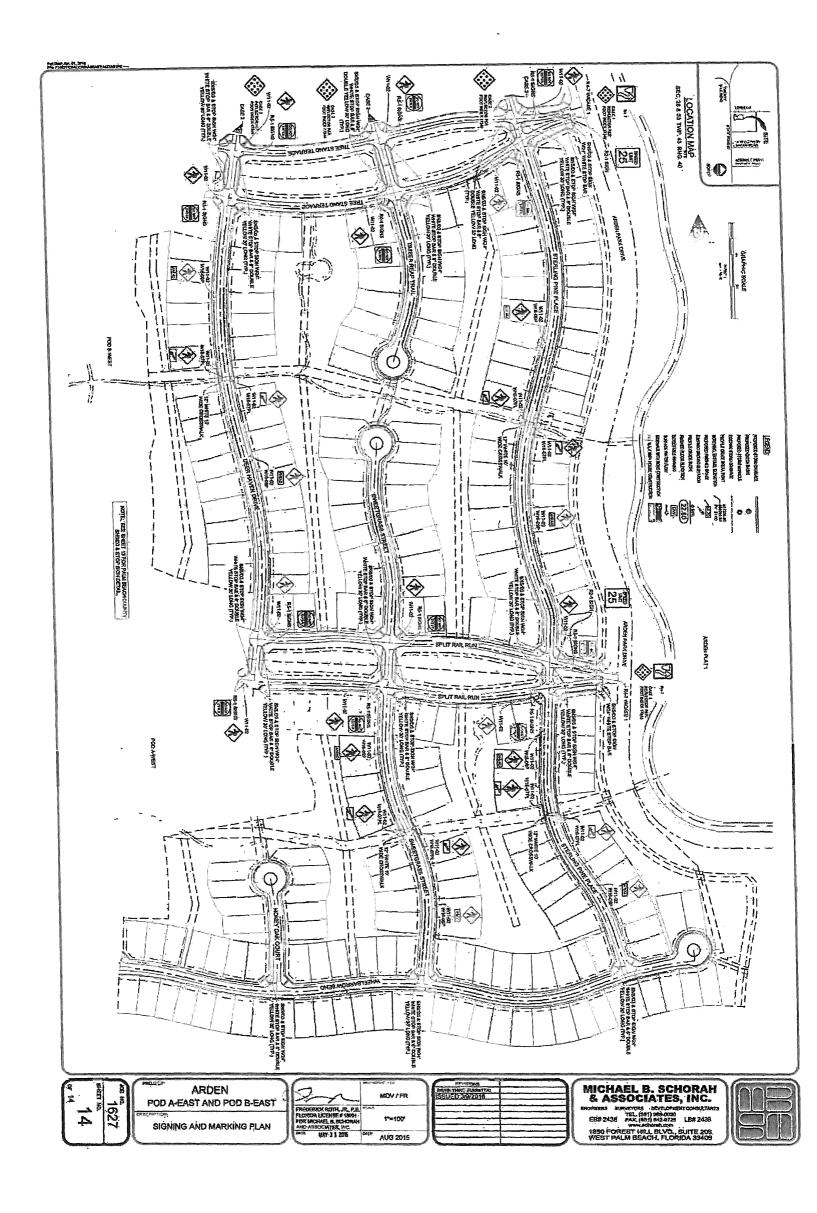


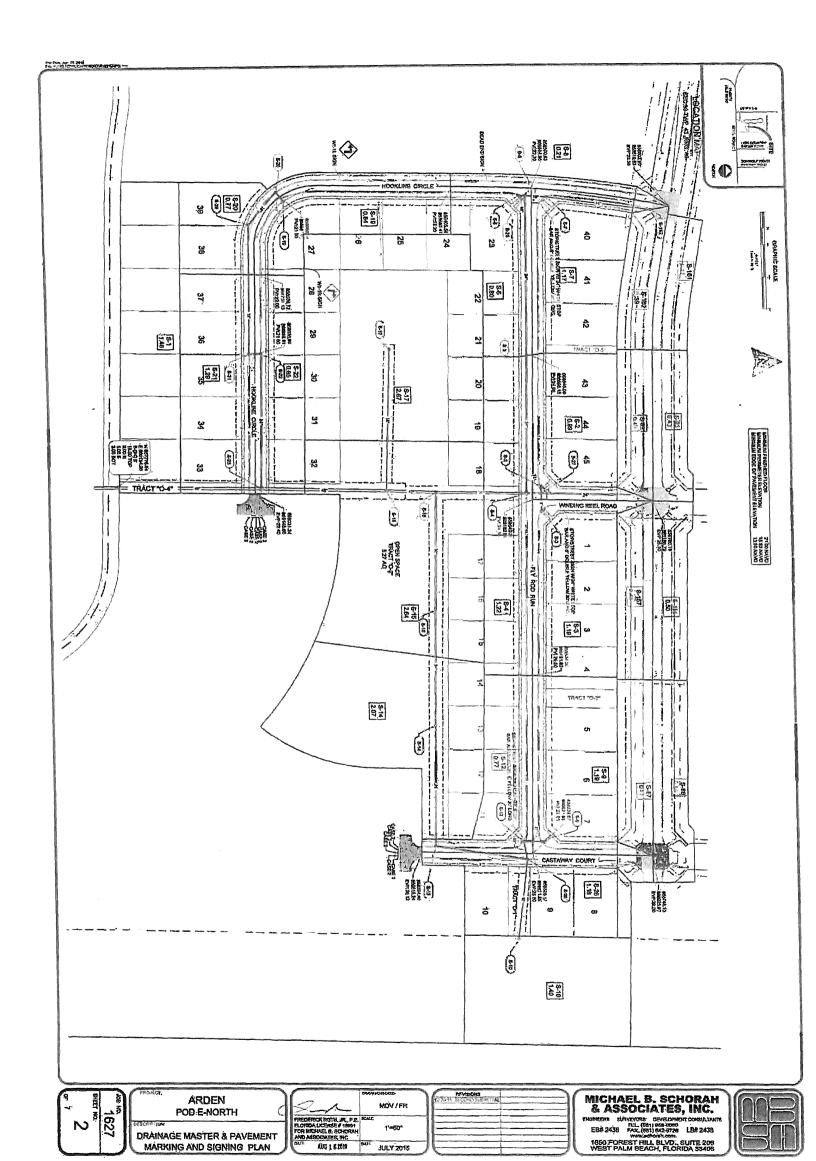


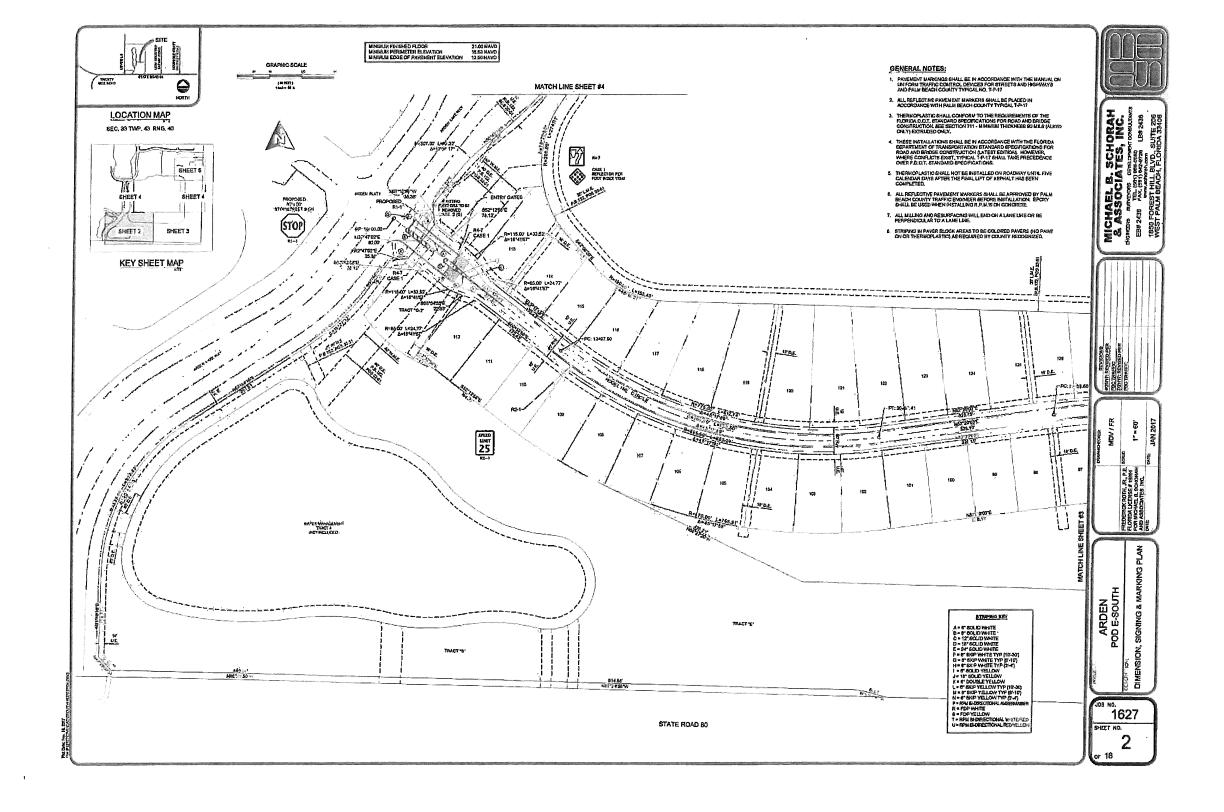


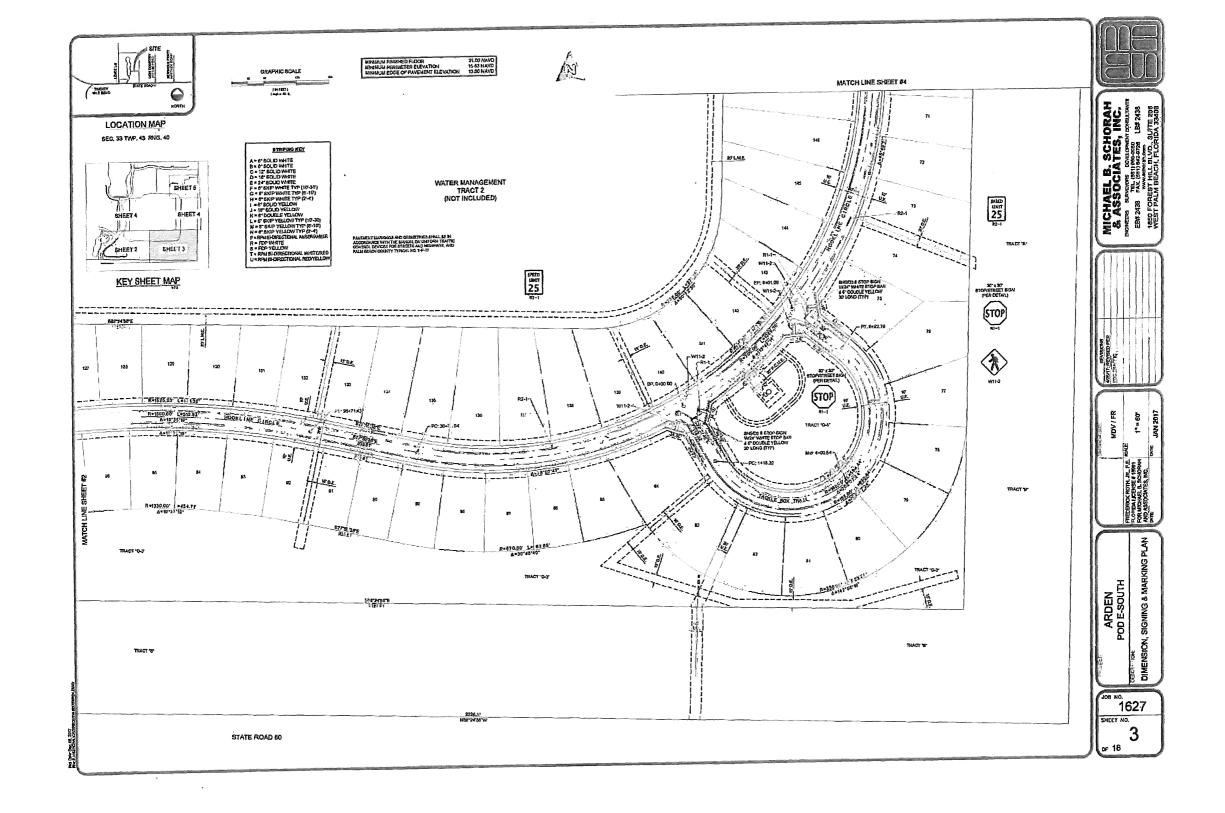


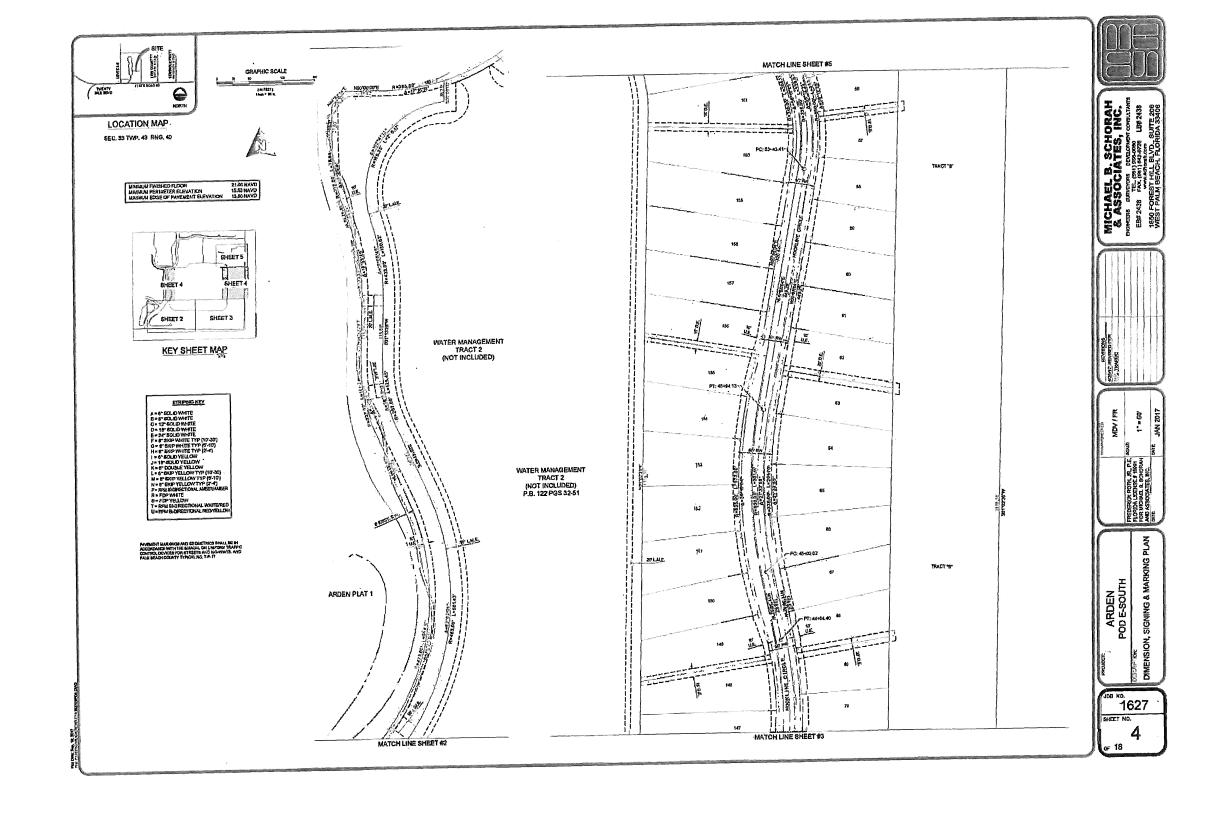


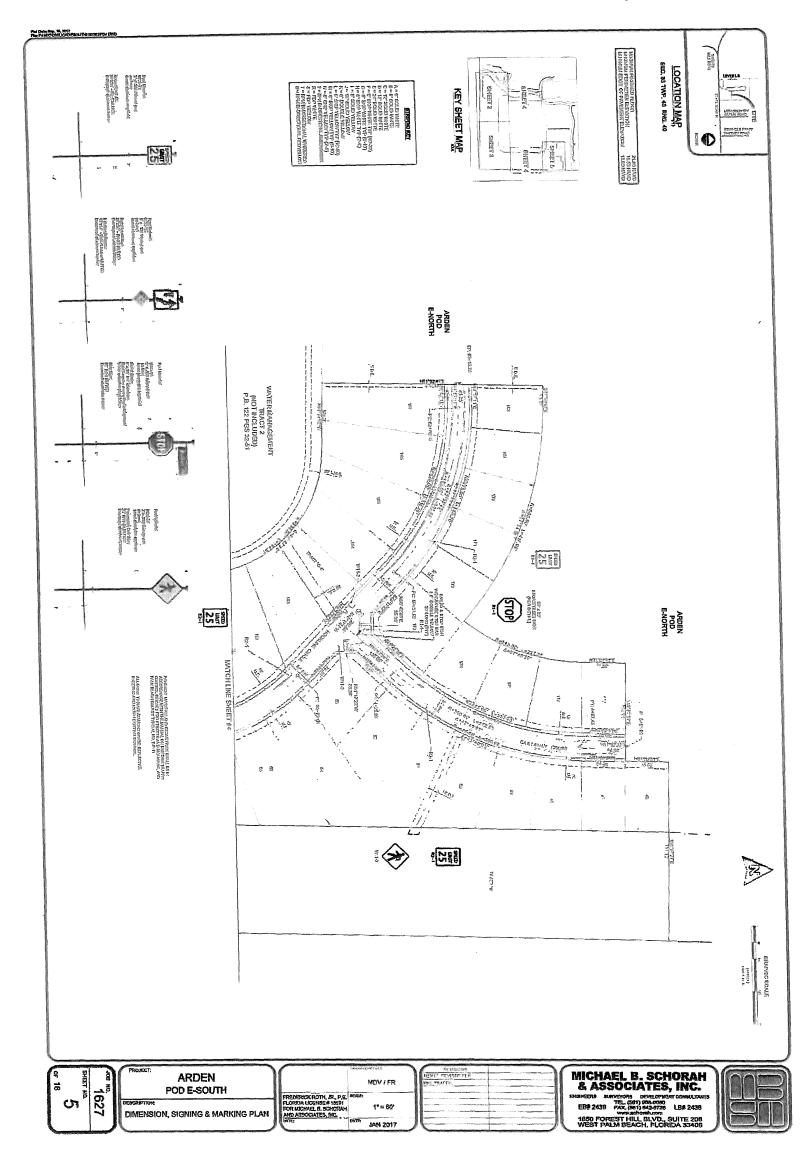












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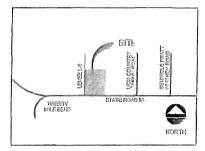
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LOCATION MAP

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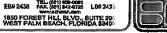
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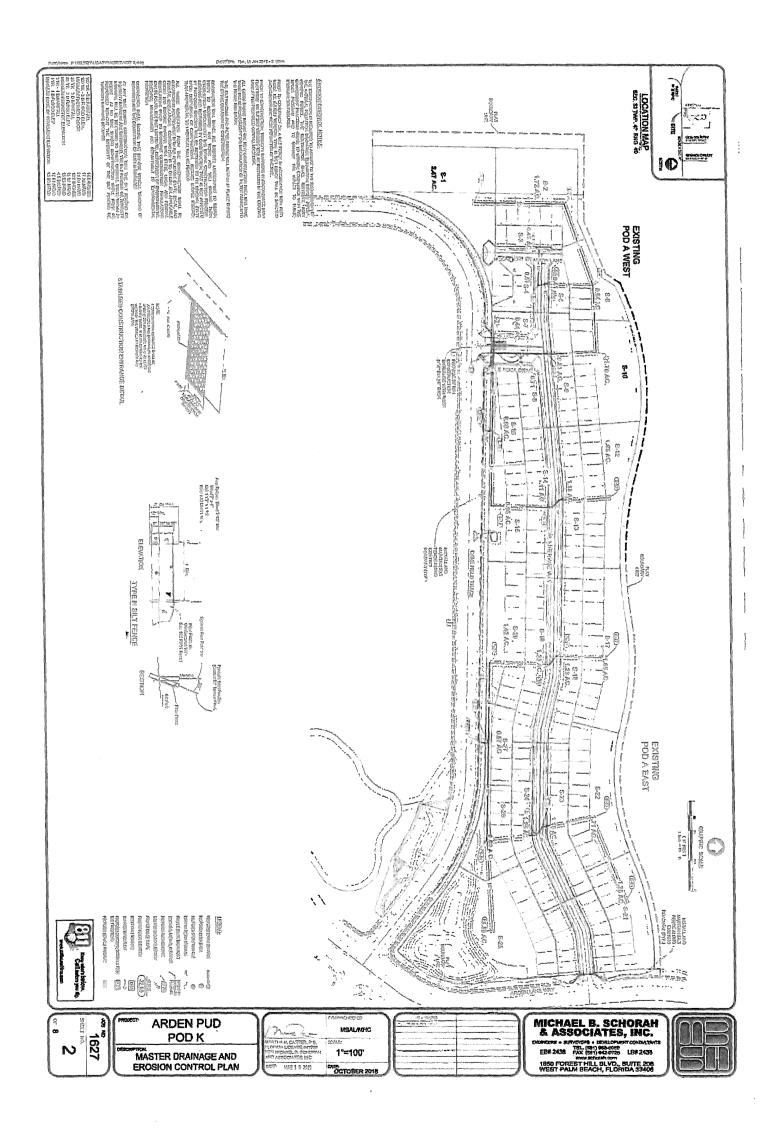
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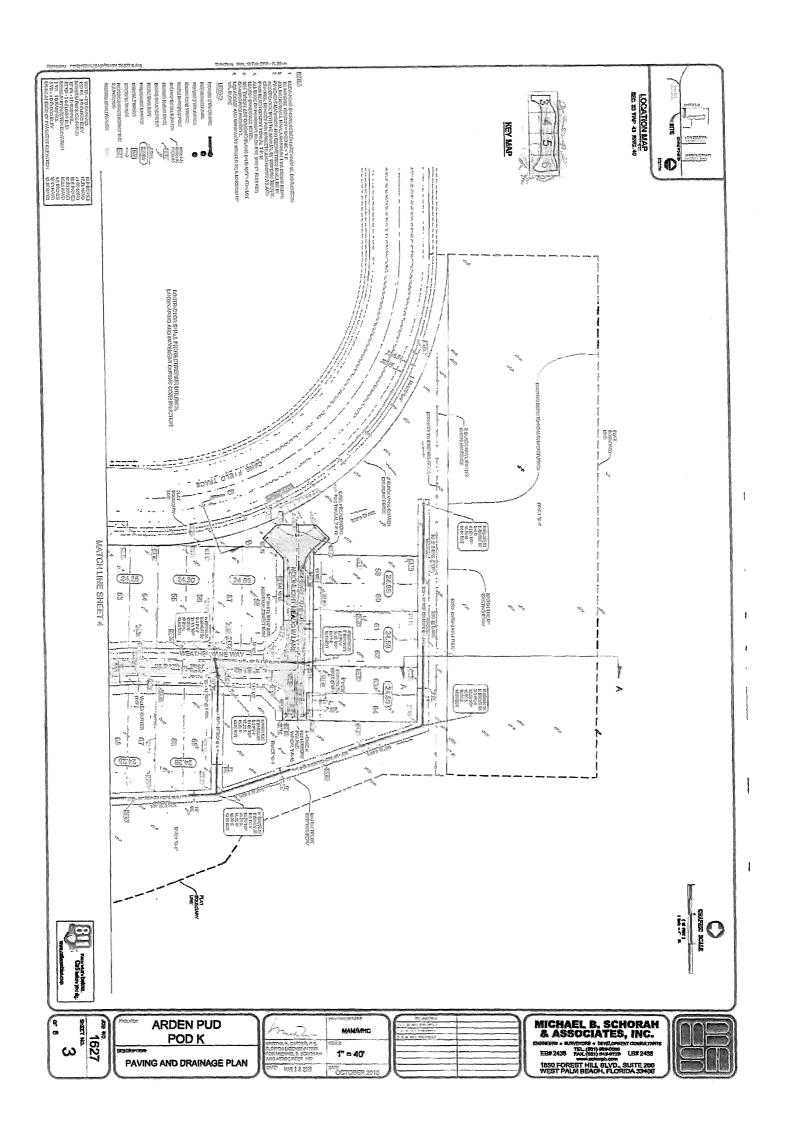
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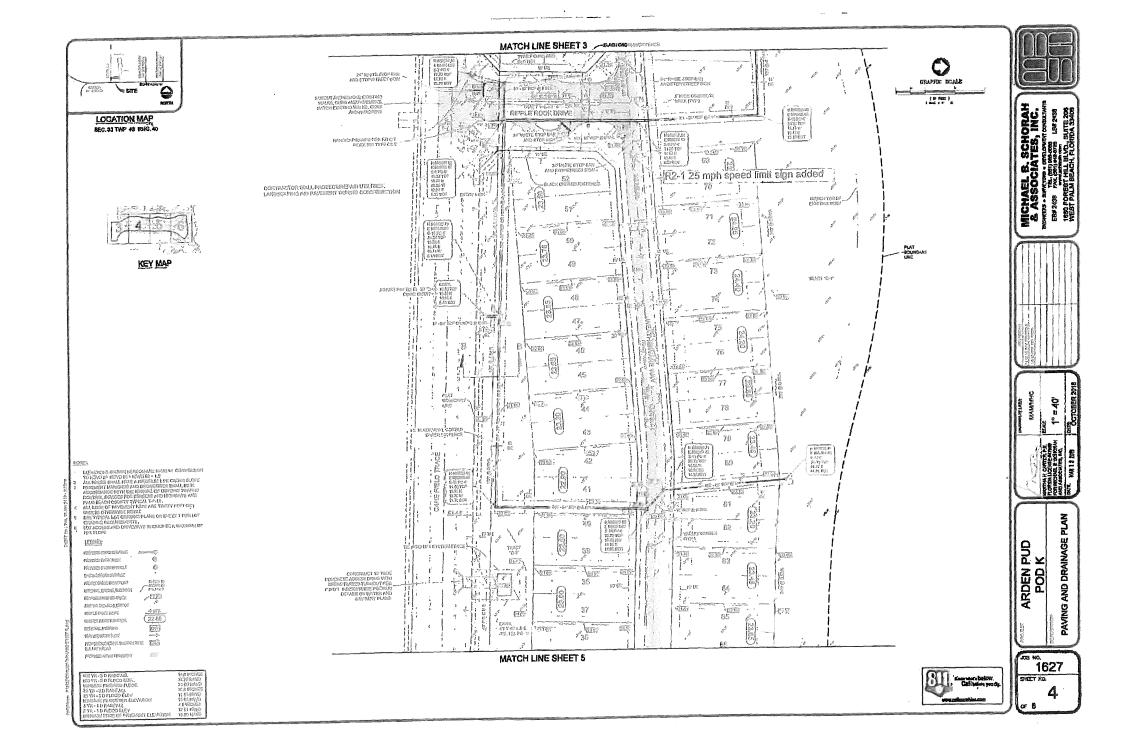


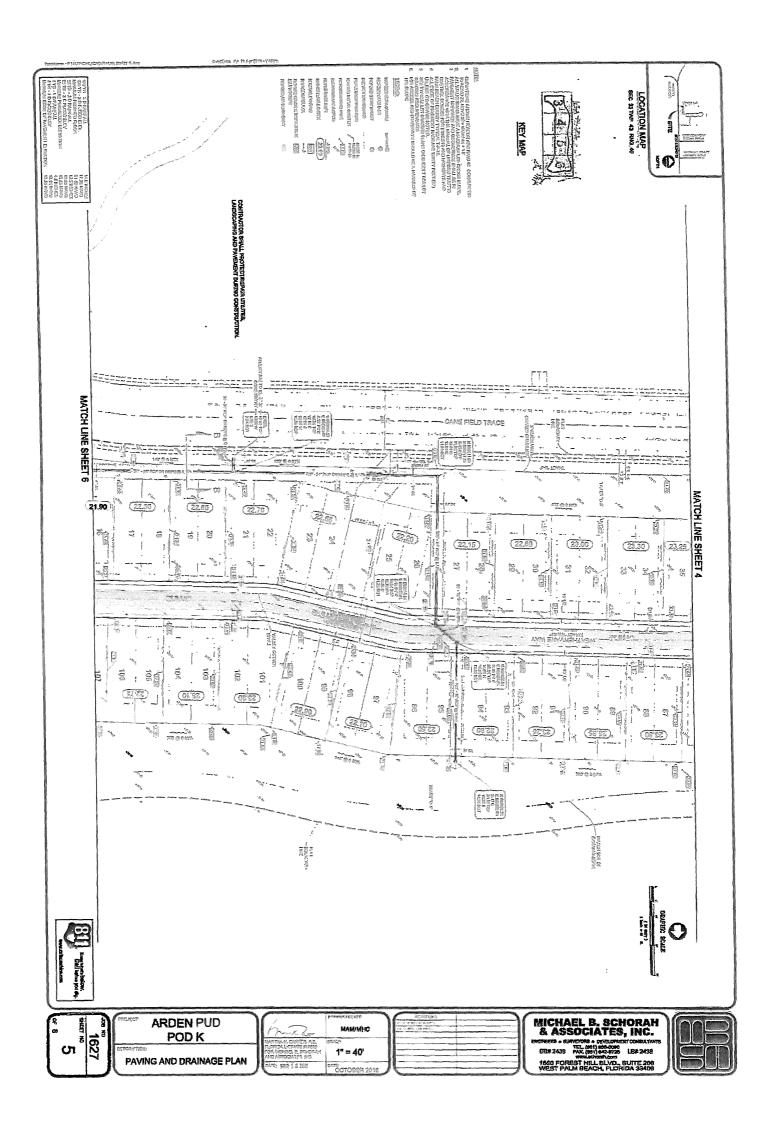
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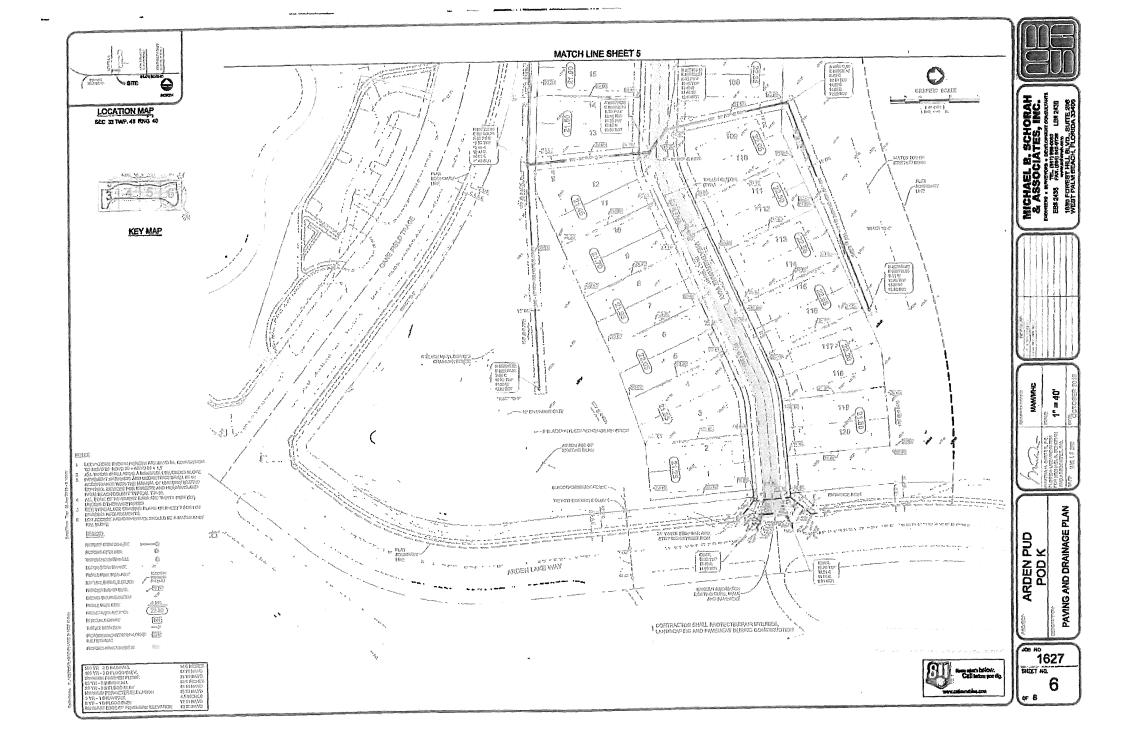
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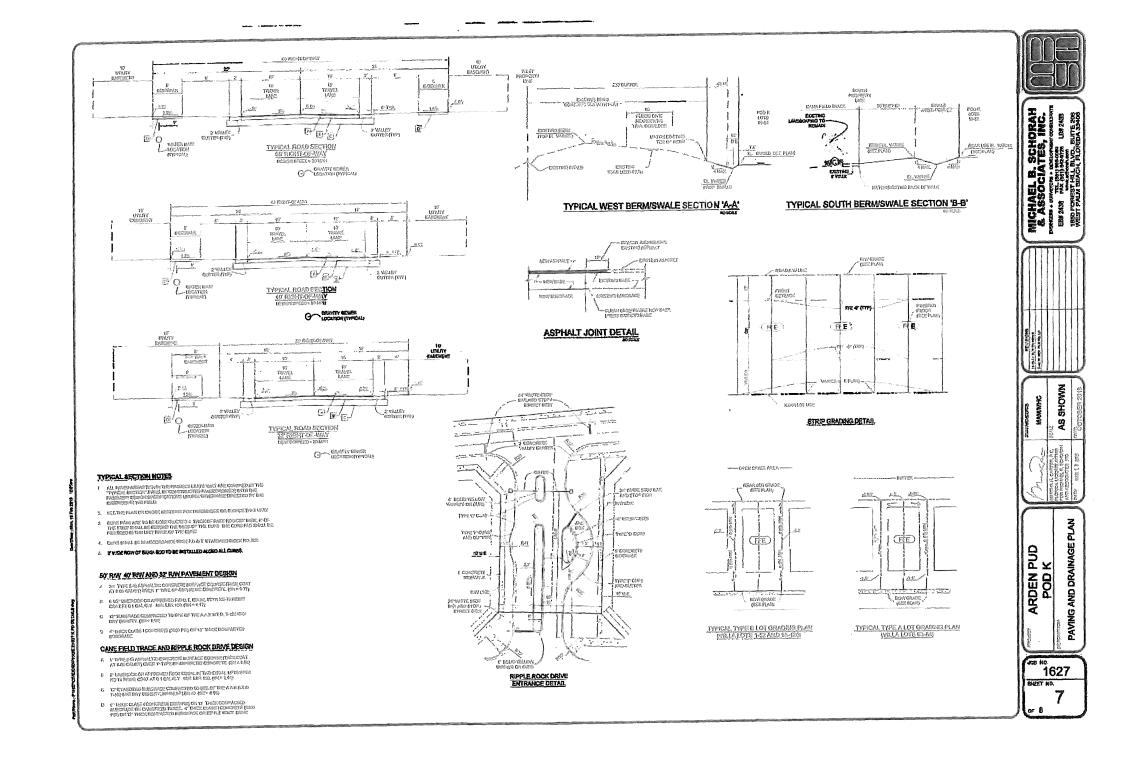


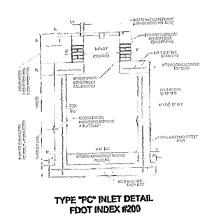








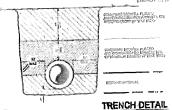




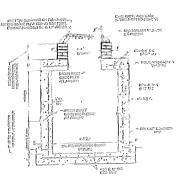
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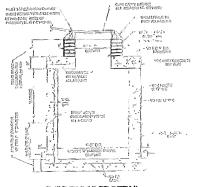
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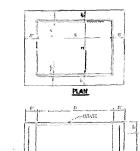
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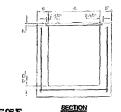


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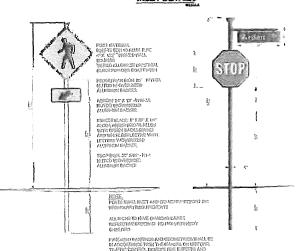
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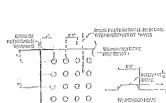
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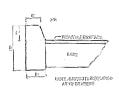
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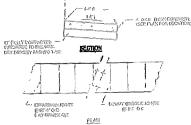
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## **AFFIDAVIT**

I, Andrew Smith	of Arden Ho	meowners Associ	ation, Inc.	(COMN	IUNITY),
hereby certify that I have	ve the authority to act	on behalf of the	COMMUNI	TY. I further certi	fy that the
COMMUNITY	owns or	controls	the	roadways	within
Arden		(DEVELO	PMENT).		
	T 0	00 7 0.1	a		
Per the Agreement for			_		
provided by a regis	-	_		•	
DEVELOPMENT; Ex		-			
standards as outlined in	the Manual on Uniform	n Traffic Control	Devices. The	COMMUNITY u	nderstands
that it has met the requ	irements of the Palm E	Beach County She	eriff's Depart	tment (SHERIFF)	by having
this traffic survey comp	leted, and submits this	information for y	our records.		
The COMMUNITY	amaatfully raggingto tha	SHEDIEF to some	mmanaa anfa	wasmant of the trad	fic lavy of
The COMMUNITY re			innence emo	orcement of the trai	iic iaws of
the state within its <b>DEV</b>	ELOPMENT as soon	as possible.			
Arden Homeowners As	sociation, Inc.				
Community Name					
	e And	w Smith		10-27-7	6
Signature / Print Name			Da	ate	
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STATE OF FLORIDA					
COUNTY OF 5t.	Johns				
The foregoing instrume	-		• -		
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## PBSO ACKNOWLEDGMENT OF CONSULTATION

I, Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledge that Palm Beach County (COUNTY) has consulted with a designee of the Palm Beach County Sheriff's Office (PBSO) regarding the Agreement for Enforcement of the Traffic Laws of the State (AGREEMENT) over the private road or roads that are owned or controlled by Arden Homeowners Association, Inc. (COMMUNITY), as required by 316.006(3)(b)(2), Florida Statutes. Further, the PBSO 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 **PBSO** resulting from routine enforcement in regards to the **AGREEMENT** between the **COUNTY** and **COMMUNITY**.

Date:

By:

Print Name: Ric L. Brad Shaw

Title: Sheaf