

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

Meeting Date: October 17, 2023

Consent

Regular

Ordinance

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 Valencia Bay 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. Once the Community certifies that all traffic control devices installed on the Community's streets are compliant with the Manual on Uniform Traffic Control Devices (MUTCD), the Traffic Division will be able to perform field inspections to verify compliance with the MUTCD during the term of the agreement. 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. District 5 (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.

Attachments:

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

MR

Recommended By: _____

David Z. Reef

9/8/2023

County Engineer

Date

Approved By: _____

Ped

10/3/23

Assistant County Administrator

Date

Location Map



AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE
STATE OF FLORIDA
PALM BEACH COUNTY AND
n *owner* *Social 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 *n* *e* *the Social Inc* (COMMUNITY) (individual "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 *ncia* (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 (PBSO), regarding the agreement, as evidenced in Exhibit C; and

WHEREAS, the COMMUNITY wishes to contract with the COUNTY for the PBSO 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 PBSO provide enforcement of the traffic laws of the state upon the COMMUNITY's roadways during normal patrol hours (SERVICES). Should the COMMUNITY desire the PBSO 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 PBSO'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 PBSO 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.

8. The COMMUNITY shall grant COUNTY and PBSO access to the DEVELOPMENT as needed in order for the COUNTY and PBSO to fulfill its duties associated with this AGREEMENT.
9. 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.
11. The COMMUNITY shall be responsible for regularly inspecting, identifying and replacing 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.
12. The COMMUNITY shall have 90 days to complete any COUNTY requested traffic control device 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.
14. 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 PBSO.
15. Persons employed in the performance of SERVICES provided are appointees of the PBSO and not the COUNTY. As appointees of the PBSO, they receive all benefits, training and promotion opportunities provided by the PBSO.
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 PBSO.
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, 3rd 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: Valencia Ba Homeowners Association, Inc.
Attn: Edward Dicker, President
8765 Appalachian Ridge Road
Boynton Beach, FL 33473
Phone #: 561-336-2665

As to the contract for the administration of the **SERVICES** under this **AGREEMENT**:

PBSO: Palm Beach County Sheriff's Office
Attn: Lt. R. Mugridge
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 **PBSO** 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 **PBSO** 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 COMMUNITY unless notified by COUNTY's representative/liaison, on behalf 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@PBCGOV.ORG 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 PBSO 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 Traffic Enforcement Agreement on the day and year first written above.

COUNTY:

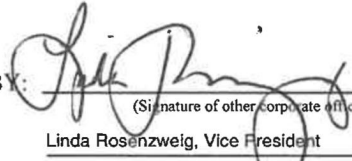
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Motasem Al-Turk
Traffic Division Director

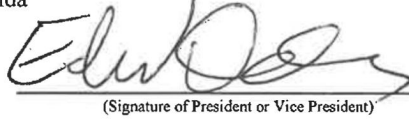
(COMMUNITY’S Seal)

ATTEST:

COMMUNITY: _____
Valencia Bay Homeowners Association, Inc. _____,
a Florida Not for profit corporation
_____ [corporation/not for profit
corporation] licensed to do business in
Florida

BY:  _____
(Signature of other corporate officer)
Linda Rosenzweig, Vice President

(Print Name and Title)

BY:  _____
(Signature of President or Vice President)
Edward Dicker, President

(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: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ybh _____
Yelizaveta B. Herman
Assistant County Attorney

October 20, 2022

Valencia Bay HOA
c/o Lang Management
8765 Appalachian Ridge Road
Boynton Beach, Florida 33473

Attention: Ms. Lauren Wolfe

Reference: Valencia Bay MUTCD Certification
Palm Beach County, Florida

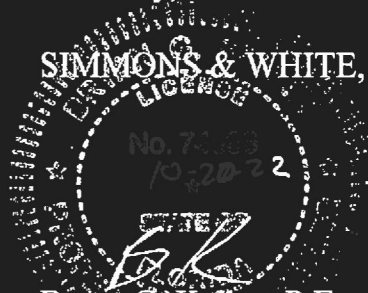
Dear Ms. Wolfe:

Simmons & White, Inc. has completed our review of the traffic control features of the Valencia Bay residential development which is located on the east side of Lyons Road approximately 3 miles south of Boynton Beach Boulevard in Palm Beach County, Florida.

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 signs are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. The posted speed limit is 25 mph and is appropriate and in accordance with Florida State Statutes Section 316.189. Additionally, all sign posts are of breakaway design. The existing signage map and signage inventory list is attached to this letter for reference. 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,

SIMMONS & WHITE, INC.



Bryan G. Kelley, P.E.
FL Reg. No. 74006

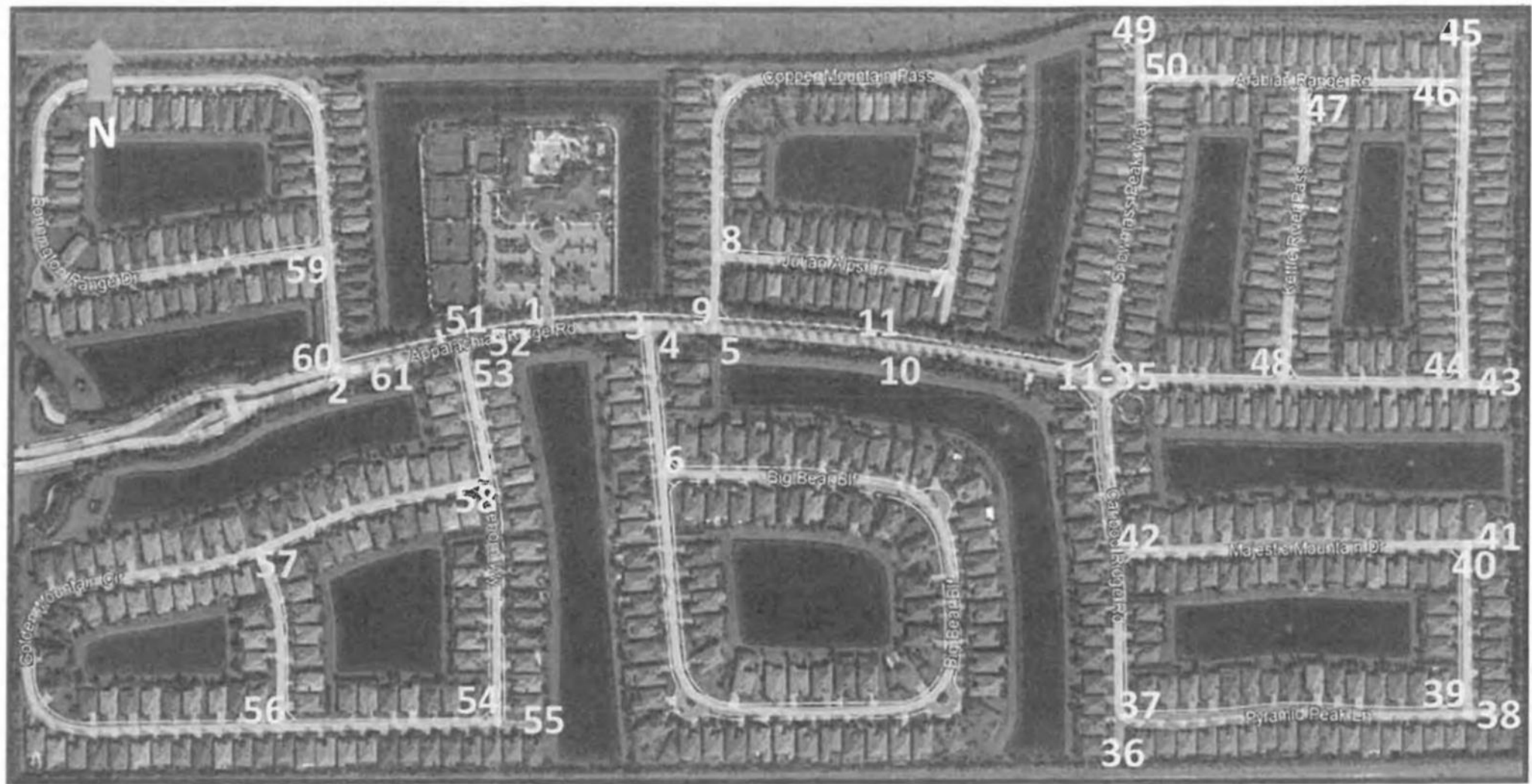
BGK/sa x:/docs/miscltr/bryan/22122.certification

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

Exhibit A
Page 1 of 4



Notes:

1. Sign locations are approximate and not exact.
2. The numbers shown reflect the sign number in Sign List sheet.

Figure 1 – Sign Location Exhibit
22-122 Valencia Bay HOA



Valencia Ba Si n List

1. Stop sign (R1-1)
2. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P) - both sides
3. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P) - both sides
4. Stop sign (R1-1)
5. 25 mph speed limit sign (R2-1)
6. Stop sign (R1-1)
7. Stop sign (R1-1)
8. Stop sign (R1-1)
9. Stop Sign (R1-1)
10. 25 mph speed limit sign (R2-1)
11. 25 mph speed limit sign (R2-1)
12. Roundabout warning sign (W2-6) and advisory speed plaque (W13-1P)
13. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
14. Yield sign (R1-2).
15. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
- 16-19. Roundabout directional signs (R6-4).
- 20-23. Street name signs (D-1)
24. Roundabout warning sign (W2-6) and advisory speed plaque (W13-1P).
25. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
26. Yield sign (R1-2).
27. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
28. Roundabout warning sign (W2-6) and advisory speed plaque (W13-1P).
29. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
30. Yield sign (R1-2).
31. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
32. Roundabout warning sign (W2-6) and advisory speed plaque (W13-1P)
33. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P).
34. Yield sign (R1-2)
35. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P)
36. Red object marker signs (OM4-1)
37. Stop sign (R1-1).
38. Red object marker signs (OM4-1)
39. Stop sign (R1-1)
40. Stop sign (R1-1)
41. Red object marker signs (OM4-1).
42. Stop sign (R1-1)
43. Red object marker signs (OM4-1).
44. Stop sign (R1-1)
45. Red object marker signs (OM4-1).
46. Stop sign (R1-1).
47. Stop sign (R1-1)
48. Stop sign (R1-1)
49. Red object marker signs (OM4-1).
50. Stop sign (R1-1)
51. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P)
52. Pedestrian sign (W11-2) and directional arrow plaque (W16-7P)
53. Stop sign (R1-1)
54. Stop sign (R1-1)

55. Red object marker signs (OM4-1).
56. Stop sign (R1-1)
57. Stop sign (R1-1)
58. Stop sign (R1-1)
59. Stop sign (R1-1)
60. Stop sign (R1-1).
61. 25 mph speed limit sign (R2-1)

AFFIDAVIT

I, Edward Dicker, President of Valencia Bay Homeowners Association Inc. (COMMUNITY), hereby certify that I have the authority to act on behalf of the COMMUNITY. I further certify that the COMMUNITY owns or controls the roadways within Valencia Bay (DEVELOPMENT).

Per the Agreement for Enforcement of the Traffic Laws of the State's requirements, Exhibit A has been provided by a registered professional engineer who performed a traffic survey within the DEVELOPMENT; Exhibit A certifies that the roadways within the DEVELOPMENT meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices*. The COMMUNITY understands that it has met the requirements of the Palm Beach County Sheriff's Department (PBSO) by having this traffic survey completed, and submits this information for your records.

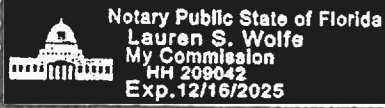
The COMMUNITY respectfully requests the PBSO to commence enforcement of the traffic laws of the state within its DEVELOPMENT as soon as possible.

Valencia Bay Homeowners Association Inc.
Community Name

Signature / Print Name: Edward Dicker Date: 6 10 23

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of June 2023 by Edward Dicker (name of person) as Valencia Bay Homeowners Association Inc. (title of officer/member/partner) for Valencia Bay Homeowners Association Inc. (name of corporation/company/partnership), on behalf of the [choose one] corporation/company/partnership, who is personally known to me or has produced (type identification) as identification.



Signature of Notary Public - State of Florida
Lauren S. Wolfe
Print, Type, or Stamp Commissioned Name of Notary Public

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 Valencia Bay 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: 7/2/2023
By: [Signature]
Print Name: Ric L. Bradshaw
Title: Sheriff