# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

June 4, 2024

[X] Consent
[] Regular
[] Ordinance

Department:

Engineering & Public Works
Submitted By:

Engineering & Public Works
Traffic Division

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Seven Bridges 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 require enforcement by PBSO at times outside of normal patrol 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 those additional services. <u>District 5</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.

#### **Attachments:**

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

Recommended By: Ma

County Engineer

Approved By:

**Assistant County Administrator** 

## II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
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-	<b>-</b> 0-	-0~	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-
Is Item Included in Current Budget?			Yes No ✓		

Is	Item Incl	uded in Current Budget?	Yes Yes	No	
Is	this item	using Federal Funds?	Yes	No	<b>√</b>
Is	this item	using State Funds?	Yes	Пис	· <b>\</b>

Budget	Account	No:
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Fund
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Dept

Unit

Object

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:

OFMB 97 5/6/24 OFMB 97 5/6 MD 5/6

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 SEVEN Bridges Homeowners 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 Seven Bridges Homeowners Association, Inc.
(COMMUNITY) (individually "Party" or collectively "Parties") representing a private
residential community located in Palm Beach County, Florida.
WITNESSETH:

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.
- 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.
- 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, 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:** 

Seven Bridges Homeowners Association Attn: Jennifer Hall 16701 Cabernet Drive Derray Beach, FL 33446 Phone #: 561-403-5775 ext. 3

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 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

Motasem Al-Turk

Traffic Division Director

(COMMUNITY'S Seal)

ATTEST:

COMMUNITY: Seven Bridges Homeowners Association Inc., a Florida NO+ for Profit Corporation

\_\_\_\_\_[corporation/not for profit corporation] licensed to do business in

Florida

pv.

(Signature of other corporate officer)

liff Nonnenmacher, vp

(Print Name and Title)

(Signature of President or Vice Presider

Kevin Marine, President

(Print Name and Title)

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



March 12, 2024 Revised: April 24, 2024

Seven Bridges HOA 16701 Cabernet Drive Delray Beach, Florida 33446

Attention:

Ms. Jennifer Hall

Reference:

Seven Bridges MUTCD Certification

Palm Beach County, Florida

Dear Ms. Hall:

Simmons & White, Inc. has completed our review of the traffic control devices and pavement markings of the Seven Bridge residential development which is located on the west side of Lyons Road approximately 1.75 miles south of Atlantic Avenue in Palm Beach County, Florida.

The observed traffic control devices and pavement markings meet the applicable federal, state and local standards for traffic control devices and pavement markings, including the Manual on Uniform Traffic Control Devices (MUTCD) and Chapter 316, Florida Statutes. Specifically, the traffic control devices and pavement markings are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location, as applicable. In addition, the posted speed limit is either 25 or 30 mph pending location and is appropriate and in accordance with Florida State Statutes Section 316.189. 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 Digitally signed by Bryan Kelley Date: 2024.04.24 10:24:04-04'00'

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

Enclosures

BGK/sa x:/docs/miscltr/22190.hallcert

2581 Metrocentre Blvd. West, Ste 3 | West Palm Beach, FL 33407 561.478.7848 | simmonsandwhite.com | Certificate of Authorization Number 3452 Exhibit A page 1 of 6



Votes:

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

igure 1 − Sign Location Exhibit 22-190 Seven Bridges HOA

## SEVEN BRIDGES SIGN INVENTORY

Sign#	Sign type
1	stop sign and street name sign
2	ped crossing and downward directional arrow
3	ped crossing and downward directional arrow
4	stop sign and street name sign
5	stop sign and street name sign
6	25 mph speed limit
7	25 mph speed limit
8	stop sign and street name sign
9	stop sign and street name sign
10	ped crossing and downward directional arrow
11	ped crossing and downward directional arrow
12	stop sign and street name sign
13	30 mph speed limit sign
14	ped crossing and ahead warning sign
15	ped crossing and downward directional arrow
16	ped crossing and downward directional arrow
17	ped crossing and ahead warning sign
18	30 mph speed limit sign
19	stop sign and street name sign
20	stop sign and street name sign

Sign#	Sign type	
21	ped crossing and downward directional arrow	
22	ped crossing and downward directional arrow	
23	stop sign and street name sign	
24	ped crossing and downward directional arrow	
25	stop sign and street name sign	
26	ped crossing and downward directional arrow	
27	ped crossing and downward directional arrow	
28	stop sign and street name sign	
29	ped crossing and downward directional arrow	
30	stop sign and street name sign	
31	stop sign and street name sign	
32	stop sign, all way plaque, and street name sign	
33	stop sign, all way plaque, and street name sign	
34	ped crossing and downward directional arrow	
35	stop sign, all way plaque, and street name sign	
36	30 mph speed limit sign	
37	stop sign, all way plaque, and street name sign	
38	ped crossing and downward directional arrow	
39	stop sign, all way plaque, and street name sign	
40	stop sign, all way plaque, and street name sign	

## SEVEN BRIDGES SIGN INVENTORY

Sign#	Sign type
41	stop sign, all way plaque, and street name sign
42	stop sign, all way plaque, and street name sign
43	stop sign and street name sign
44	Turn warning sign
45	Turn warning sign
46	Turn warning sign
47	stop sign and street name sign
48	stop sign and street name sign
49	ped crossing and downward directional arrow
50	ped crossing and downward directional arrow
51	stop sign and street name sign
52	ped crossing and downward directional arrow
53	ped crossing and downward directional arrow
54	stop sign and street name sign
55	stop sign and street name sign
56	ped crossing and downward directional arrow
57	ped crossing and downward directional arrow
58	ped crossing and ahead warning sign
59	stop sign and street name sign
60	stop sign and street name sign

## SEVEN BRIDGES SIGN INVENTORY

Sign #	Sign type	
61	stop sign and street name sign	
62	stop sign and street name sign	
63	stop sign	
64	do not enter sign	
65	stop sign	
66	yield sign	
67	30 mph speed limit sign	
68	25 mph speed limit sign	
69	25 mph speed limit sign	
70	25 mph speed limit sign	
71	25 mph speed limit sign	
72	25 mph speed limit sign	
73	25 mph speed limit sign	
74	25 mph speed limit sign	
75	25 mph speed limit sign	
76	25 mph speed limit sign	
77	30 mph speed limit sign	
78	30 mph speed limit sign	
79	30 mph speed limit sign	

# **AFFIDAVIT**

I, Kevin Marine	of	Seven Brid	ges Homeowne	rs Associaito	on Inc. (CO	MMUNITY),
hereby certify that I have	the author	ity to act or	n behalf of the	COMMUN	ITY. I further c	ertify that the
COMMUNITY	owns	or	controls	the	roadways	within
Seven Bridges			(DEVELO	PMENT).		
Per the Agreement for Enprovided by a registe <b>DEVELOPMENT</b> ; Exhibit standards as outlined in that it has met the require traffic survey completed,	red professibit A certificate Manual of the ments of the and submits	sional enges that the result of the result o	tineer who poodways within Traffic Control ach County Shonation for your	the <b>DEVEL</b> the <b>DEVEL</b> Devices. The eriff's Departecords.	traffic survey OPMENT meet COMMUNITY tment (PBSO) b	within the all applicable Y understands by having this
The <b>COMMUNITY</b> respective state within its <b>DEVELO</b>				ence emorcei	ment of the traff	ic laws of the
Seven Bridges Homeowr Community Name Signature / Print Name			Narie		2 4 207 ate	23
STATE OF FLORIDA	n .					
COUNTY OF Palm	Beach					
The foregoing instrumen notarization, this 4 person) as Presiden Bridges Homeown	day of <u>DCC</u> A	lember	_, 20 <u><i>2</i>3_,</u> by <u>_</u> (title of offic	Keyin Mer/per/per/per/per/per/per/per/per/per/p	<u>Narine</u> (nartner) for <u>Sev</u>	ame of
the [choose one] corporat	ion/compan	y/partnersh	ip, who is 🗓 pe	rsonally kno	wn to me or has	produced
	(typ	de .	Jernif	ure of Notary  LY Hay  Commissione	Public - State of Nota  Id Name of Nota  JENNIFER HA  MY COMMISSION #  EXPIRES: September  Bonded Thru Notary Public	ary Public  ALL HH 036823

## 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
Seven Bridges Homeowners Association (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:	March 28, 2024	
By:	lh_	
Print N	ame: Ric L. Bradshaw	
Title:	Sheriff	