

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

Approval and authorization for the Mayor to execute a Traffic Control Jurisdiction Agreement between Bellasera Homeowners Association, LLC. and the Village of Royal Palm Beach.

ISSUE:

In order for the Palm Beach County Sheriff's Office to enforce traffic laws on private roads within the Bellasera community, the Community must enter into a traffic control agreement (attached as exhibit A) with the Village as allowed by Section 316.006, Florida Statutes.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
	Approval:	Date:	Action:

Village Engineer	February 16, 2023
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TRAFFIC CONTROL JURISDICTION AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH
AND
BELLASERA HOMEOWNERS ASSOCIATION, INC

This Village of Royal Palm Beach Traffic Control Jurisdiction Agreement (the “Agreement”) is hereby entered into this ____ day of _____, 2023, by and between the Village of Royal Palm Beach, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida, with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, hereinafter referred to as the "Village," and Bellasera Homeowners Association, Inc., a Florida Non Profit corporation, with a principal address located at 401 Maplewood Drive, Suite 23, Jupiter, Florida 33458 Florida hereinafter referred to as the “Bellasera HOA”.

WHEREAS, Section 316.006, *Florida Statutes*, authorizes the Village to exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by another entity, located within Village boundaries, if the Village and the party or parties owning or controlling such road or roads provide, by written agreement approved by the Village Council, for Village traffic control jurisdiction over the road or roads encompassed by such an agreement; and

WHEREAS, Section 316.006(2)(b)(1), *Florida Statutes*, provides that provisions for reimbursement for actual costs of traffic control and enforcement, and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in a traffic control agreement; and

WHEREAS, Section 316.006, *Florida Statutes*, provides that the exercise of jurisdiction pursuant to a traffic control agreement provided for in Section 316.006, *Florida Statutes*, shall be in addition to jurisdictional authority presently exercised by the Village under law, and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority; and

WHEREAS, the Village and the Bellasera HOA desire to enter into this Agreement to provide for the exercise of Village traffic control jurisdiction over the private road or roads owned or controlled by the Bellasera HOA.

NOW THEREFORE, in consideration of the premises and promises herein contained, it is mutually agreed between the parties hereto as follows:

SECTION 1: INCORPORATION OF RECITALS

The above recitals are incorporated as though fully set forth herein.

SECTION 2: VILLAGE TRAFFIC CONTROL AND ENFORCEMENT

The Village, through the Palm Beach County Sheriff's Office, pursuant to the "Agreement for Law Enforcement Services by and Between the Palm Beach County Sheriff's Office and the Village of Royal Palm Beach" effective October 1, 2016 ("Sheriff's Agreement"), and in accordance with Village law enforcement policies and procedures set forth in the Sheriff's Agreement and any applicable statutes, shall exercise traffic control jurisdiction over the private road or roads, or limited access road or roads, as applicable, as those roads are further described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Roads"). Traffic control and enforcement over the Roads shall be limited to enforcement by the Village speed limits which shall hereafter officially be set at twenty-five (25) miles per hour ("mph") after an investigation was conducted in accordance with Section 316.189, *Florida Statutes*, the results of which are attached hereto in Exhibit "A". The Village shall also enforce other applicable traffic control regulations but shall not include the enforcement of speed limits or traffic controls established by the Bellasera HOA that are in conflict with Village speed limits and other applicable traffic control regulations. Village speed limits shall be posted within this subdivision in accordance with Section 316.189(3), *Florida Statutes*.

SECTION 3: INDEMNIFICATION

The Bellasera HOA, agrees to protect, defend, reimburse, indemnify and hold the Village, its agents, officers, elected officials and employees and each of them, hereinafter collectively referred to as the Village, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorneys fees) and causes of action of every kind and character against or from the Village by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any

party hereto, or of any party acquiring any interest hereunder, any agent, officers, elected officials or employee or any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incidental to or in connection with Villages performance under this Agreement, the condition of the Roads and the property on which the Roads are located; the Villages acts, omissions or operations hereunder; or, the performance, non-performance or purported performance of Village or any breach of the terms of this Agreement. Provided, however, that the Bellasera HOA shall not be responsible to Village for damages resulting out of bodily injury or damages to property which Bellasera HOA can establish as being attributable to the sole negligence of the Village, its respective agents, servants, employees or officers. Said indemnification by the Bellasera HOA shall be extended to include anyone acting for, on behalf of, or at the request of Village. This indemnity provision shall survive the termination of this Agreement.

SECTION 4: LIABILITY INSURANCE

The Bellasera HOA agrees to provide the Village with evidence of liability insurance in an amount deemed acceptable to the Village, and to name the Village as an additional insured on the policy to be effective no later than the effective date of this Agreement.

SECTION 5: COST REIMBURSEMENT

The Bellasera HOA agrees to reimburse to Village the costs incurred by Village in exercising traffic control jurisdiction over the Roads, pursuant to the Cost Reimbursement Schedule set forth on Exhibit "B", attached hereto and incorporated herein by this reference. The Bellasera HOA shall reimburse the Village on an as service provided basis.

SECTION 6: TERM

This Agreement shall be effective for a period of five (5) years, from the date hereinabove first written, unless either party hereto provides sixty (60) days written notice to the other party of its intention to terminate this Agreement.

SECTION 7: NOTICES

All notices required under this Agreement shall be forwarded in writing by U.S. Mail, facsimile transmission, or courier to:

As to the Village:	with copy to:	As to Bellasera HOA:
Capt. Ulrich Naujoks Village of Royal Palm Beach Palm Beach County Sherriff Office 11498 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411	Keith Davis Davis & Associates, P.A. 701 Northpoint Pkwy #205 West Palm Beach, FL 33407	Nathaniel Wood, President Bellasera HOA 401 Maplewood Drive Jupiter, FL 33458

SECTION 8: WAIVER OF BREACH

It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

SECTION 9: ENTIRE AGREEMENT; MODIFICATION OF THE AGREEMENT

The Village and the Bellasera HOA agree that there are no promises, understandings or representations other than those identified and set forth herein. This Agreement shall not be appended, modified, superseded or otherwise altered except in writing executed by both parties hereto.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF the Village has caused this Agreement to be signed by the Village Mayor and attested to by the Village Clerk, and the Bellasera HOA has caused this Agreement to be executed by Nathaniel Wood, President of the Bellasera Homeowners Association, Inc.

ATTEST:

VILLAGE OF ROYAL PALM BEACH

Diane DiSanto, Village Clerk

Fred Pinto, Mayor

Approved as to Terms:

(VILLAGE SEAL)

P.B.S.O. Captain Ulrich Naujoks

Approved as to Form and Legal Sufficiency:

Village Attorney

**BELLASERA HOMEOWNERS
ASSOCIATION, INC.**

WITNESS

Nathaniel Wood, President

(CORPORATE SEAL)

WITNESS

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by **Nathaniel Wood** on behalf of the above-named entity who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

(Seal)

NOTARY PUBLIC, State of Florida

Exhibit A
Affected Roadways

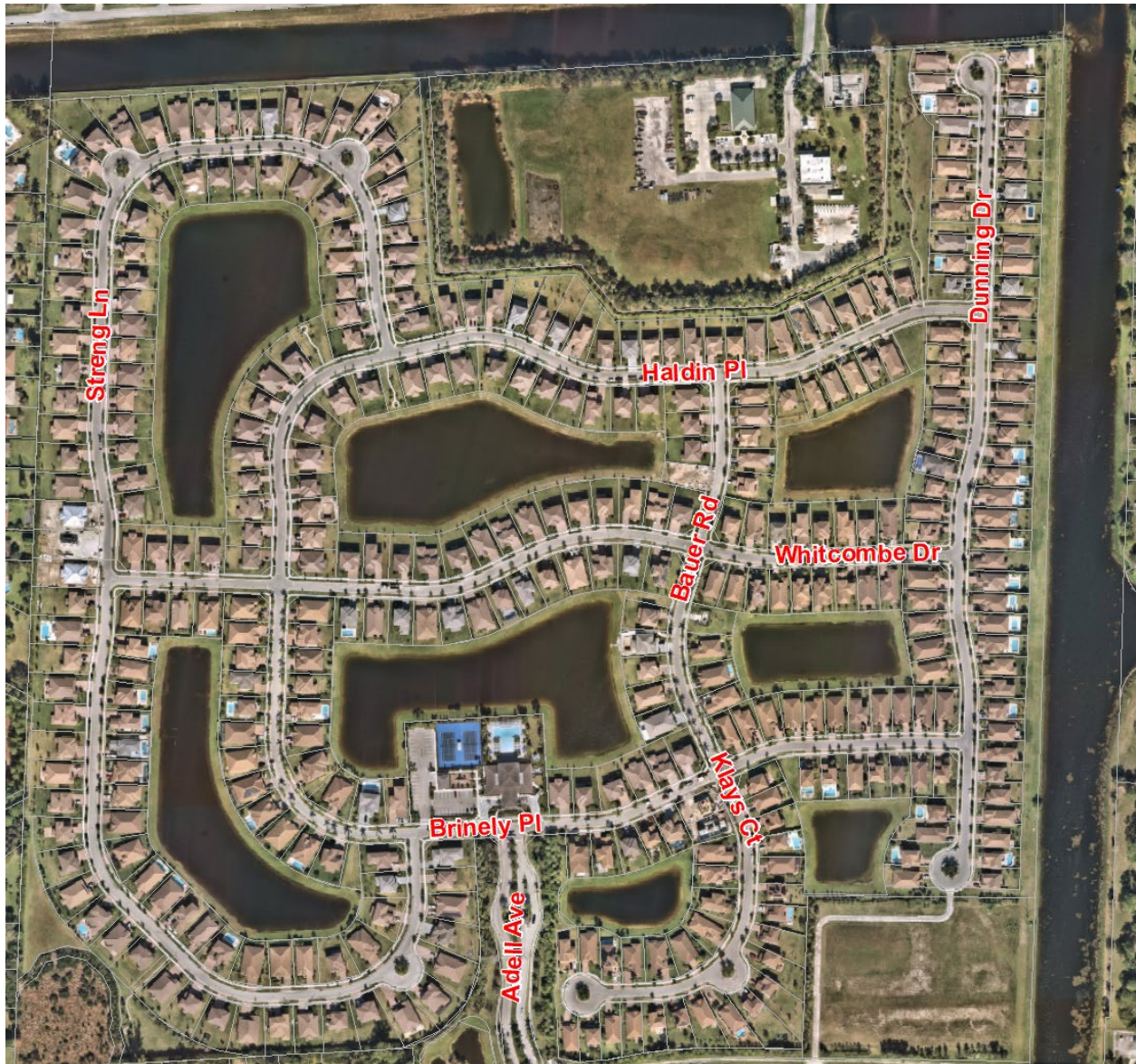


Exhibit B

Cost Reimbursement Schedule

In addition to those usual police services now provided to the Bellasera Homeowners Association, Inc., the Palm Beach County Sheriff's Office will enforce applicable traffic laws within the Bellasera HOA property at no cost to the Bellasera HOA.

It is understood that the cost for any additional requested services not included in the above shall be borne by the Bellasera HOA. The charge shall be based upon current established hourly rates for such services at the time service is requested and shall be paid in full before service is rendered.