

**VILLAGE OF ROYAL PALM BEACH**

Agenda Item Summary

**AGENDA ITEM:**

Approval and authorization for the Mayor to execute a Traffic Control Jurisdiction Agreement between Bella Terra Community Association, Inc. 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 Bella Terra 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:

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Village Engineer

February 20, 2020

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**TRAFFIC CONTROL JURISDICTION AGREEMENT**  
**BY AND BETWEEN**  
**THE VILLAGE OF ROYAL PALM BEACH**  
**AND**  
**BELLA TERRA COMMUNITY ASSOCIATION, INC.**

This Village of Royal Palm Beach Traffic Control Jurisdiction Agreement (the “Agreement”) is hereby entered into this \_\_\_\_ day of February, 2020, 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 Bella Terra Community Association, Inc., a Florida Non Profit corporation with a principal address of 97 Bella Vista Way, Royal Palm Beach, Florida 33411, hereinafter referred to as “Bella Terra”.

**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 a 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 Bella Terra desire to enter into this Agreement so as to provide for the exercise of Village traffic control jurisdiction over the private road or roads owned or controlled by Bella Terra.

**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 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) mph after an investigation was conducted in accordance with Section 316.189, *Florida Statutes*, the results of which are attached hereto (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 Bella Terra 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**

Bella Terra 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 Village's performance under this Agreement, the condition of the Roads and the property on which the Roads are located; the Village's 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 Bella Terra shall not be responsible to Village for damages resulting out of bodily injury or damages to property which Bella Terra can establish as being attributable to the sole negligence of the Village, its respective agents, servants, employees or officers. Said indemnification by Bella Terra 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**

Bella Terra 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**

Bella Terra agrees to reimburse the Village the costs incurred by the Village in exercising traffic control jurisdiction over the Roads, pursuant to the Cost Reimbursement Schedule set forth in Exhibit B, attached hereto and incorporated herein by reference. Bella Terra 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. NOTICE**

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

<b>As to the Village:</b>	<b>with copy to:</b>	<b>As to Bella Terra:</b>
Village of Royal Palm Beach PBSO 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Attn: Capt. Rick Naujoks	Davis & Ashton, P.A. 701 Northpoint Pkwy, Suite 205 West Palm Beach, FL 33407	Bella Terra Community Association, Inc. 97 Bella Vista Way Royal Palm Beach, FL 33411 Attn: Howard Anglin, President

**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. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL**

Pursuant to Palm Beach County Code Sec.2-421—2-432, Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed Village agreements, contracts, transactions, accounts and records. All parties doing business with the Village will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Village, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

**SECTION 10. PUBLIC RECORDS**

In accordance with Sec. 119.0701, *Florida Statutes*, Bella Terra must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village’s custodian of public records, Bella Terra must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance

with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to provide the public records to the Village, or failure to make them available for inspection or copying, within a reasonable time may subject Bella Terra to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, Bella Terra shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if Bella Terra does not transfer the records to the Village. Finally, upon completion of the Agreement, Bella Terra shall transfer, at no cost to the Village, all public records in possession of Bella Terra, or keep and maintain public records required by the Village. If Bella Terra transfers all public records to the Village upon completion of the Agreement, Bella Terra shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bella Terra keeps and maintains public records upon completion of the Agreement, Bella Terra shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT [ddisanto@royalpalmbeach.com](mailto:ddisanto@royalpalmbeach.com), OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.**

**SECTION 11. ENTIRE AGREEMENT; MODIFICATION OF THE AGREEMENT**

The Village and Bella Terra 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.

**IN WITNESS WHEREOF** the Village has caused this Agreement to be signed by the Village Mayor and attested to by the Village Clerk, and Bella Terra has caused this Agreement to be executed by Howard Anglin, President pursuant to authority granted by the Bella Terra Community Association, Inc.

ATTEST:

**THE VILLAGE OF ROYAL PALM BEACH**

\_\_\_\_\_  
Diane DiSanto, Village Clerk

\_\_\_\_\_  
**Fred Pinto, Mayor**

Approved as to Terms

(VILLAGE SEAL)

\_\_\_\_\_  
**P.B.S.O. Captain Rick Naujoks**

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
Village Attorney

**Bella Terra Community Association, Inc.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**Howard Anglin, 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 February, 2020, by **Howard Anglin, President** on behalf of the above-named entity who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida







# Exhibit B

Invoice

Payment Address:  
Erdman Anthony  
Attn: Accounts Receivable  
145 Culver Road, Suite 200  
Rochester, NY 14620  
[T] 585.427.8888      EIN 16-0511690



October 25, 2019  
Project No:      6001B.00  
Invoice No:      56898

Chris Wax  
Village of Royal Palm Beach  
1050 Royal Palm Beach Blvd.  
Royal Palm Beach, FL 33411

**Bella Terra**

**Professional Services:**

Bella Terra community for compliance with Manual of Uniform Traffic Control Devices (MUTCD)

**Total this Invoice      \$1,200.00**

# Exhibit B

Bella Terra  
Bella Terra Community Association  
97 Bella Vista Way  
Royal Palm Beach, FL 33411



2222 1 MB 0.425



VILLAGE OF ROYAL PALM  
C/O CHRIS WAX  
1050 ROYAL PALM BEACH BLVD  
ROYAL PALM BEACH, FL 33411-1605

**Questions? Contact:**  
Seacrest Services, Inc

20078954

v.12

Account Number	Payor Name	Payee Name	Check Number	Amount	Date
	Bella Terra	Village of Royal Palm	100999	\$ 1,200.00	10/31/2019

**Payor Note:**

Invoice Paid:	Amount:	Remittance Note:
102819-	\$1,200.00	