

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

Approval and authorization for the Mayor to execute a Traffic Control Jurisdiction Agreement between Shoma at Royal Palm Beach Condo Association 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 Shoma 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	May 21, 2020
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FIRST ADDENDUM TO TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS FIRST ADDENDUM TO TRAFFIC CONTROL JURISDICTION AGREEMENT ("First Addendum") is hereby entered into this ____ day of May, 2020, effective June 19, 2020, by and between the Village of Royal Palm Beach ("Village"), a municipal corporation having its principal office located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411; and Shoma at Royal Palm Condominium Association, Inc. ("HOA"), a Florida Non Profit corporation having offices located at 2300 Shoma Drive, Royal Palm Beach, FL 33411.

WHEREAS, the Village and HOA entered into a Traffic Control Jurisdiction Agreement ("Agreement") for the Village, through the Palm Beach County Sheriff's Office, to exercise traffic control jurisdiction over the private roads or limited access private roads within the development on May 8, 2015; and

WHEREAS, the Agreement provides that the initial term is for a period of five (5) years, expiring June 19, 2020, with no option for renewal; and

WHEREAS, the Village and HOA agree to renew the Agreement for an additional one (1) year term by entering into this First Addendum; and

WHEREAS, the Village and HOA agree to modify the Agreement as set forth below.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and HOA agree as follows:

Section 1: Section 6 is hereby modified and hereinafter shall read as follows:

SECTION 6: TERM

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

This Agreement is hereby extended for an additional one (1) year term beginning on June 19, 2020 and ending on June 19, 2021. This Agreement may be renewed and extended for one (1) final one (1) year term upon written agreement by both parties, unless either party hereto provides sixty (60) days written notice to the other party of its intention to terminate this Agreement.

Section 2: The Village and HOA hereby reaffirm their rights and obligations under the Agreement as modified by this First Addendum. In the event of a conflict or ambiguity between the Agreement and this First Addendum, the terms and provisions of this First Addendum shall control. This First Addendum shall be attached to the Agreement and shall become a part thereof. All other sections of the Agreement shall remain in full force and effect as set forth in the Agreement and

there shall be no changes to the Agreement with the exception of those items specifically set forth in this First Addendum.

IN WITNESS WHEREOF, the parties have executed this First Addendum on the date set forth above.

WITNESSES:

**SHOMA AT ROYAL PALM
CONDOMINIUM ASSOCIATION, INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

VILLAGE OF ROYAL PALM BEACH

By: _____

By: _____

Print Name: _____

Print Name: RAYMOND LIGGINS

Title: VILLAGE MANAGER

Date: _____