

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Mayor to execute the Amended and Restated Second Addendum to Traffic Control Jurisdiction Agreement between The Estates of Royal Palm Beach Homeowners Association, Inc. and the Village of Royal Palm Beach to correct a scrivener's error.

ISSUE:

In order for the Palm Beach County Sheriff's Office to continue to enforce traffic laws on private roads within the Estates of RPB Community, the community entered into a Second Addendum to Traffic Control Agreement with the Village as allowed by Section 316.006, Florida Statutes on April 15, 2021, extending the term of the agreement from May 8, 2021 and ending on May 8, 2022.

This Amended and Restated Second Addendum to Traffic Control Jurisdiction Agreement (attached as exhibit A) corrects a scrivener's error on the version of the agreement approved by Council on April 15, 2021.

RECOMMENDED ACTION: Staff recommends a motion to approve

Initiator	Village Manager Approval	Agenda Date	Village Council Action
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Village Manager		5/20/21	
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**AMENDED AND RESTATED SECOND ADDENDUM TO TRAFFIC CONTROL
JURISDICTION AGREEMENT**

THIS AMENDED AND RESTATED SECOND ADDENDUM TO TRAFFIC CONTROL JURISDICTION AGREEMENT (“Restated Second Addendum”) is hereby entered into this ____ day of May, 2021, effective May 8, 2021, by and between the Village of Royal Palm Beach, a municipal corporation, (“Village”) having its principal office located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411; and The Estates of Royal Palm Beach Homeowners Association, Inc., a Florida Non Profit corporation having offices located at GRS Management, 3900 Woodlake Blvd, Suite 309, Lake Worth, FL 33463 (“HOA”).

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 provided that the initial term was for a period of five (5) years, expiring May 8, 2020, with no option for renewal; and

WHEREAS, the Village and HOA entered into the First Addendum to Traffic Control Jurisdiction Agreement on March 30, 2020 to revise the term provision of the Agreement to allow for two additional one-year renewal terms; and

WHEREAS, the Village and HOA entered into the Second Addendum to Traffic Control Jurisdiction Agreement on April 15, 2021 to revise the term provision of the Agreement to allow for the final one-year renewal term; and

WHEREAS, the Village and HOA agree to correct a scrivener’s error in the Second Addendum to Traffic Control Jurisdiction Agreement by entering into this Amended and Restated Second Addendum to Traffic Control Jurisdiction Agreement; 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 is hereby extended for an additional one (1) year term beginning on May 8, 2020 and ending on May 8, 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.~~

This Agreement is hereby extended for the final one (1) year renewal term beginning on May 8, 2021 and ending on May 8, 2022, 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 Restated Second Addendum. In the event of a conflict or ambiguity between the Agreement and this Restated Second Addendum, the terms and provisions of this Restated Second Addendum shall control. This Restated Second 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 Restated Second Addendum.

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

WITNESSES:

THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS ASSOCIATION, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

VILLAGE OF ROYAL PALM BEACH

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____