

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 10, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:	Engineering & Public Works
Submitted By:	Engineering & Public Works
Submitted For:	Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Lakes at Polo Trace 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. 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. District 5 (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:	<i>ma</i>	<i>David J. Reid</i>	<i>8/11/2024</i>
YBH/TEL		County Engineer	Date
Approved By:	<i>Tae</i>		<i>8/9/24</i>
	Assistant County Administrator		Date

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-	-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 this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: Danny Ramlalsingh

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lisa Muth 8/5/2024
MD 8/5 OFMB DC 8/5

Grundy Macbeth 8/17/24
Contract Dev. and Control
Not 8/16/24

B. Approved as to Form and Legal Sufficiency:

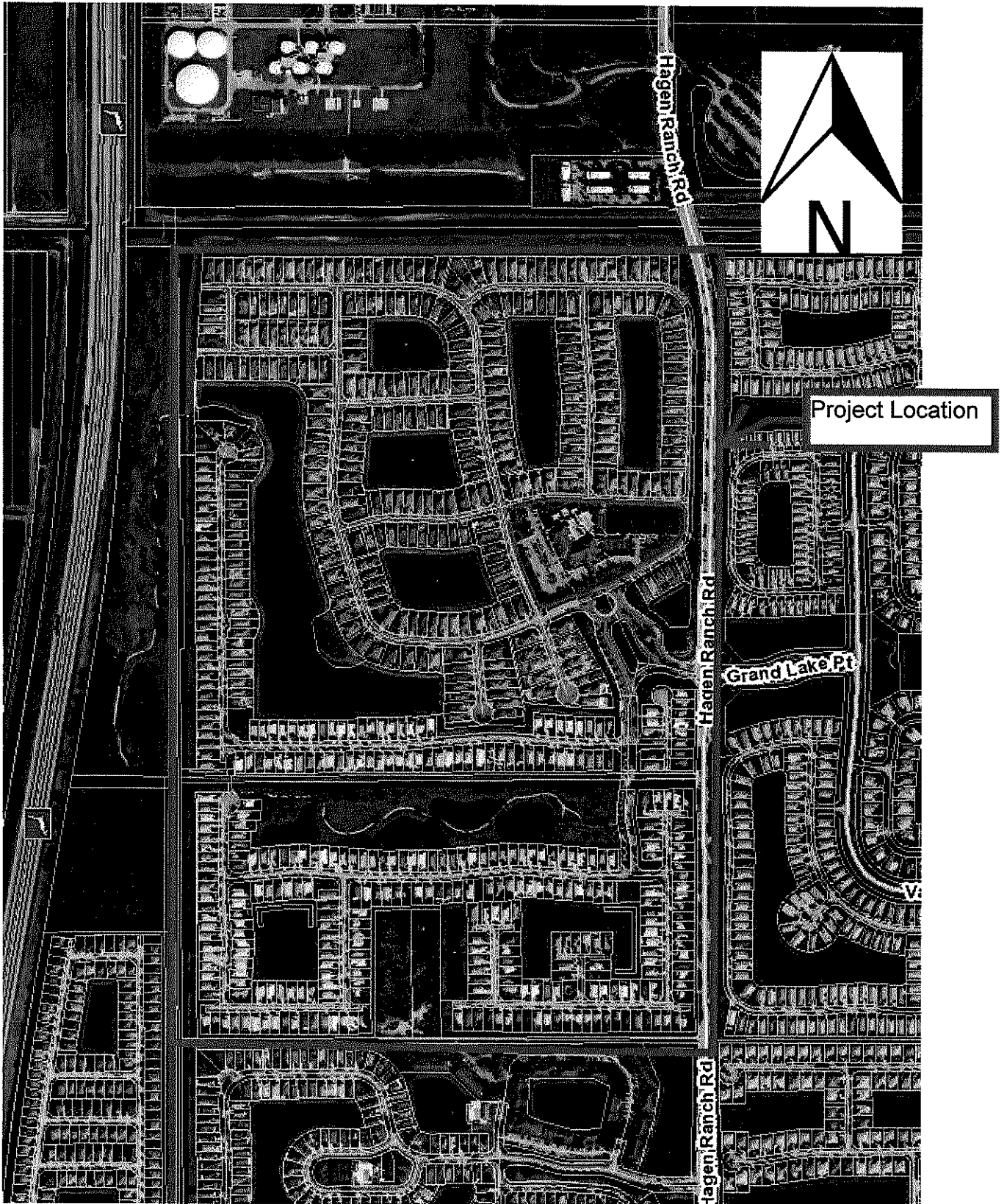
JP Hanna 8/9/2024
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Location Map



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**.
9. 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**.
13. 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, 3rd 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:

Lakes at Polo Trace Homeowners Association, Inc.

Attn: Gary Levine, President

13405 Whistler Mountain Road

Delray Beach, FL 33446

Phone #: 561-499-1992

As to the contract for the administration of the **SERVICES** under this **AGREEMENT**:

PBSO:

Palm Beach County Sheriffs Office

Attn: Captain 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 **COMMUNITY** unless notified by **COUNTY**'s representative/liaison, on behalf 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.

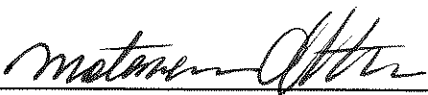
- 28. The **COMMUNITY** shall, at its sole expense, maintain in full force and effect at all times during the life of this **AGREEMENT**, commercial general liability insurance with limits of at least \$1 million per occurrence, and include **COUNTY** and **PBSO** as Additional Insureds on such policy. 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.

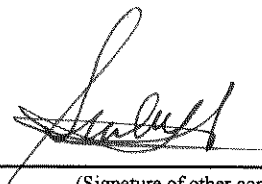
COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS


By: 
Motasem Al-Turk
Traffic Division Director

(COMMUNITY’S Seal)

ATTEST:

BY: 
(Signature of other corporate officer)
Stanley Amster, Director
(Print Name and Title)

COMMUNITY: _____
Lakes at Polo Trace Homeowners Association, Inc.,
a Florida Not For Profit Corporation
_____ [corporation/not for profit
corporation] licensed to do business in
Florida

BY: 
(Signature of President or Vice President)
Gary Levine, President
(Print Name and Title)

EXECUTED by COUNTY this _____ day of _____, 20 ____.

(COUNTY Seal)

ATTEST:


Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, by and through its BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ybh  _____
Yelizaveta B. Herman
Assistant County Attorney

May 15, 2024
Revised: June 28, 2024

The Lakes at Polo Trace HOA
13405 Whistler Mountain Road
Delray Beach, Florida 33446

Attention: Mr. Marquis Rousseau

Reference: Lakes at Polo Trace MUTCD Certification
Palm Beach County, Florida

Dear Mr. Rousseau:

Simmons & White, Inc. has completed our review of the traffic control devices and pavement markings of the Lakes at Polo Trace residential development which is located in the northwest corner of Hagen Ranch Road and Polo Trace Drive 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 25 mph 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
Kelley

Digitally signed by
Bryan Kelley
Date: 2024.06.28
08:44:56 -04'00'

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

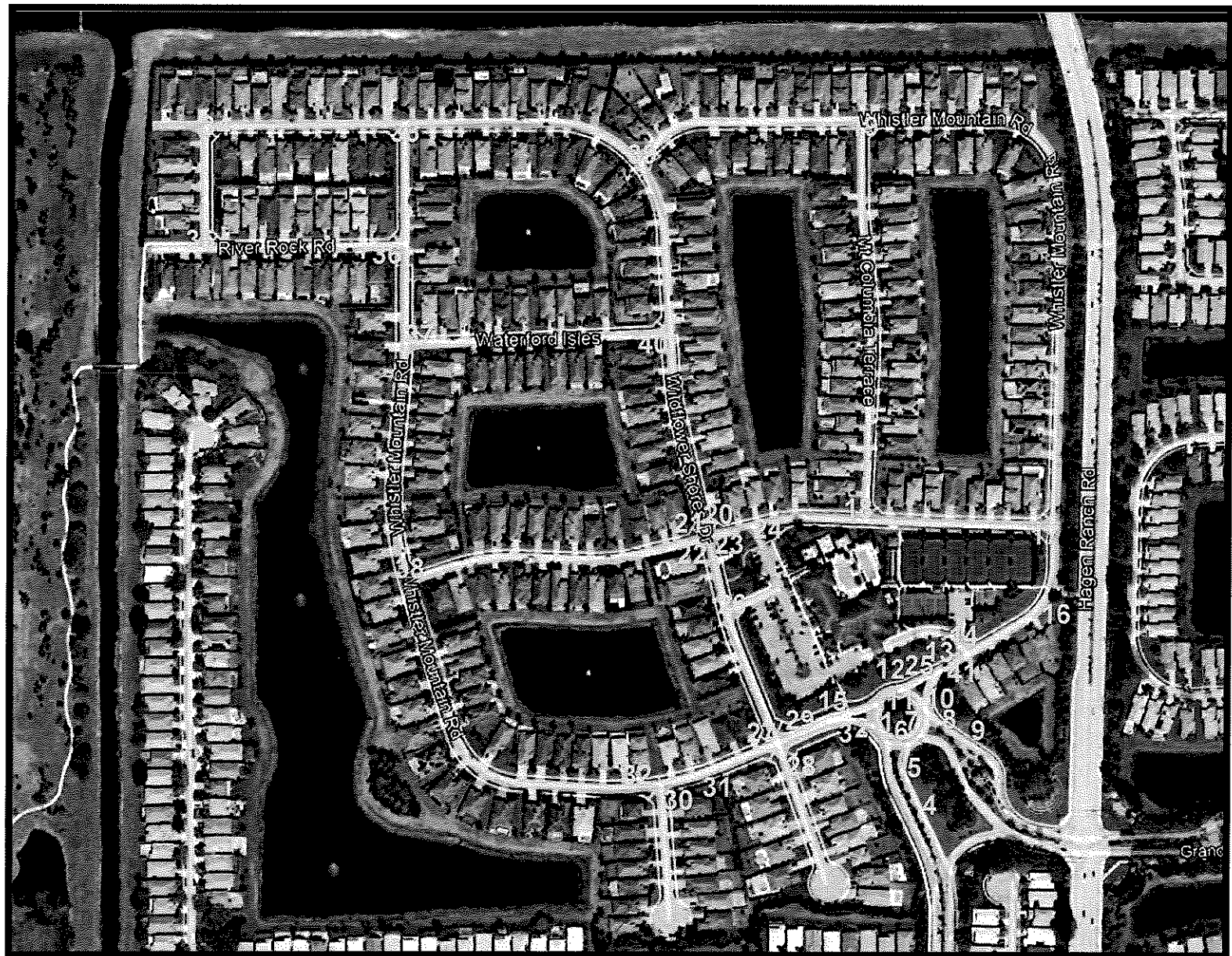
Enclosures

BGK/sa x:/docs/misc/tr/23156.polotrace.rev

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 3



Notes:

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

Figure 1 – Site Location Map
The Lakes at Polo Trace
Project # 23-156

SIGN LIST

Number	Type
1	Roundabout Directional (R6-4)
2	Yield Sign (R1-2)
3	Pedestrian Crossing
4	Roundabout Sign / 15 mph advisory (W2-6)
5	Yield Sign
6	Roundabout Directional (R6-4)
7	Roundabout Directional (R6-4)
8	Yield Sign
9	Roundabout Sign / 15 mph
10	Horizontal Alignment (W1-10)
11	Roundabout Directional (R6-4)
12	Yield Sign
13	Roundabout Sign / 15 mph
14	Stop Sign (R1-1)
15	Pedestrian Crossing
16	Speed Limit 25 mph
17	Stop Sign
18	Stop Sign
19	Stop Sign
20	Stop Sign
21	Stop Sign
22	Stop Sign
23	Stop Sign
24	Stop Sign
25	Pedestrian Crossing
26	Stop Sign
27	Stop Sign
28	Stop Sign
29	Speed Limit 25 mph
30	Stop Sign
31	Pedestrian Crossing
32	Pedestrian Crossing
33	Stop Sign
34	Stop Sign
35	Stop Sign
36	Stop Sign
37	Stop Sign
38	Stop Sign
39	Stop Sign
40	Stop Sign
41	Pedestrian Crossing

AFFIDAVIT

I, Gary Levine of Lakes at Polo Trace Homeowners Association, Inc. (**COMMUNITY**), hereby certify that I have the authority to act on behalf of the **COMMUNITY**. I further certify that the **COMMUNITY** owns or controls the roadways within Lakes at Polo Trace (**DEVELOPMENT**).

Per the Agreement for Enforcement of the Traffic Laws of the State's requirements, Exhibit A has been provided by a registered professional engineer who performed a traffic survey within the **DEVELOPMENT**; Exhibit A certifies that the roadways within the **DEVELOPMENT** meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices*. The **COMMUNITY** understands that it has met the requirements of the Palm Beach County Sheriff's Department (**PBSO**) by having this traffic survey completed, and submits this information for your records.

The **COMMUNITY** respectfully requests the **PBSO** to commence enforcement of the traffic laws of the state within its **DEVELOPMENT** as soon as possible.

Lakes at Polo Trace Homeowners Association, Inc.
Community Name

GARY LEVINE
Signature / Print Name

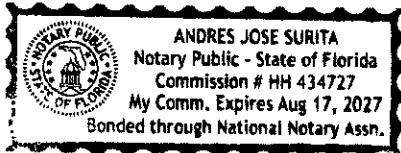
6/19/2024
Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of June, 2024, by Gary Levine (name of person) as President (title of officer/member/partner) for Lakes at Polo Trace Homeowners Association, Inc. (name of corporation/company/partnership), on behalf of the [choose one] corporation/company/partnership, who is personally known to me or has produced _____ (type of identification) as identification.

[Signature]
Signature of Notary Public - State of Florida

Andres Jose Surita
Print, Type, or Stamp Commissioned Name of Notary Public



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 Lakes at Polo Trace Homeowners Association, Inc. (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: 7/1/24

By: [Signature]

Print Name: Ric L. Bradshaw

Title: Sheriff

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Lakes of Polo Trace HOA Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Gary Levine
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 8 day of August, 2024, by Gary Levine.

Personally known OR produced identification .

Type of identification produced na.

Carye Shore
NOTARY PUBLIC
My Commission Expires: 12/31/24
State of Florida at large



(Notary Seal)