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AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM BEACH COUNTY AND STRAWBERRY LAKES MASTER CORPORATION INC.

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 and between **PALM BEACH COUNTY (COUNTY)**, a political subdivision of the State of Florida, hereinafter, and **STRAWBERRY LAKES MASTER CORPORATION INC.(COMMUNITY)** representing a private residential community located in Palm Beach County, Florida.

WITNESSETH:

WHEREAS, COMMUNITY owns/or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(3) provides that **COUNTY** may exercise traffic control jurisdiction over private roads by written agreement after consultation with the Palm Beach County Sheriff's Office, hereinafter **SHERIFF**; and

WHEREAS, COMMUNITY wishes to contract with the **COUNTY** for the **SHERIFF** to provide for enforcement of traffic laws of the state on the **COMMUNITY** roads and functions relating to traffic control within its boundaries in Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. **COMMUNITY** desires to have the **SHERIFF** provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours (**SERVICES**). Should **COMMUNITY** desire deputies to be situated in its development at times outside normal hours, **COMMUNITY** understands that a separate contract shall be executed for additional services and **COMMUNITY** will be invoiced for such additional **SERVICES**.
3. **COMMUNITY** shall provide **COUNTY** with certification by a licensed engineer that the roadway signage is in accordance with the standards set forth in the *Manual on Uniform Traffic Control Devices* and Chapter 316, Florida Statutes (Exhibit A). In addition, **COMMUNITY** shall provide an affidavit stating that **COMMUNITY** does in fact own/or control the roadways within said development (Exhibit B).
4. **COUNTY** and **SHERIFF** shall exercise the authority in **COMMUNITY**'s geographical area pursuant to this Agreement and granted by the laws of the State of Florida.
5. The rendition of **SERVICES**, standards of performance, discipline and other matters incident to the performance of such **SERVICES (OPERATIONAL MATTERS)**, and the control of personnel employed shall be within the sole discretion of the **SHERIFF**.

6. Persons employed in the performance of **SERVICES** provided are appointees of the **SHERIFF** and not **COUNTY**. As appointees of the **SHERIFF** they receive all benefits, training and promotion opportunities provided by the **SHERIFF**.

7. 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 **SHERIFF**.

8. This Agreement is subject to modification in writing by the mutual consent of parties to this Agreement and executed with the same formality as the original Agreement.

9. 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 to the following:

As to the activities of the **COUNTY** and **COMMUNITY**:

PALM BEACH COUNTY: Palm Beach County Attorney's Office
Attention: Marlene Romano Everitt
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

With a copy to: Dan Weisberg, P.E., Director
Traffic Division
Palm Beach County Engineering and
Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

COMMUNITY: Strawberry Lakes Master Corporation Inc.
Attention: Jeremy Vassalotti - President
c/o Custom Property Management
Elizabeth Conti
2328 S. Congress Ave. 2-A West Palm Beach Fl,
33406
561-439-1433

As to contract administration of the Operational Matters under this Agreement:

SHERIFF: Palm Beach County Sheriff's Office
Attention: Commander of Traffic Division
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 688-3508

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by **COUNTY** and **SHERIFF** under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.

11. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

12. The **COUNTY** has consulted with **SHERIFF** as required by Florida Statutes 316.006(3)(b)(2). See acknowledgment of consultation a copy of which is attached hereto and incorporated herein as Exhibit C.

13. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be valid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. 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.

15. This Agreement shall be construed by and governed by the laws of the State of Florida.

16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.


COMMUNITY:

Strawberry Lakes Master Corporation Inc.
Attention: Jeremy Vassalotti - President
c/o Custon Property Management
Elizabeth Conti
2328 S. Congress Ave. 2-A
West Palm Beach, Fl. 33406
561/439-1433

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: 
Jeremy Vassalotti - President

By: _____
Mayor

ATTEST:

By: _____

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER
By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

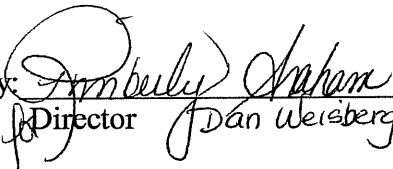
By: 
Director Dan Weisberg

Exhibit A

July 11, 2014

Mr. Lawrence Hundnall
6068 Strawberry Fields Way
Lake Worth, FL 33463

Re: Traffic Control Devices Survey
Strawberry Lakes Master Corp.

After completing a field review for the recommended improvements to the pavement markings and signing for the current street network, I certify that the street system providing access to the properties located within Strawberry Lakes Development located in Lantana Road, Palm Beach County Florida (See Figure 1) is in compliance with the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). The MUTCD is the official FDOT criteria for the implementation of Traffic Control Devices. Speed limit within the study area, 20 MPH meet Palm Beach County speed limit threshold for residential developments.



Figure 1: Site Location

Sincerely,

Freddie A. Vargas,
P.E. Lic. No. 35941
Traffic Engineer
6264 NW 102 Way Parkland, Florida 33076

July 11, 2014

Mrs. Lawrence Hudnall
6068 Strawberry Fields Way
Lake Worth, FL 33463

**Re: Traffic Control Device Survey
Strawberry Lakes Master Corp.**

Introduction

Strawberry Lakes Master Corp. retained the services of Freddie Vargas, P.E. to conduct a traffic control devices evaluation to provide certification about proper compliance with the Manual of Uniform Traffic Control Devices and FDOT Traffic Standards at Strawberry Lakes Development located in Lantana Road, Palm Beach Florida (Figure 1). Upon completion of the evaluation a compliance certification will be issue if all elements are in compliance with the requirements.



Figure 1 Location Map

Task I – Initial Evaluation

A filed review was conducted December 4, 2013 to evaluate the level of compliance of existing traffic control devices within the residential development. The following findings were identified:

- No stop bars delineating the stop area are present at the intersections approach controlled by stop signs. Currently speed bumps are located at the stop bar locations.
- Most of the stop signs do not meet the height requirements.
- A double yellow line shall be in place delineating the travel lanes at the stop signs locations.
- No signs and pavement markings are available to warn the motorist about the existing speed bumps.
- Handicap parking in the community recreational area does not meet current standards.
- 20 MPH Speed Limit regulation signs are existing within the development.



Details for the site findings are included below. Figure 2 show the silte locations.

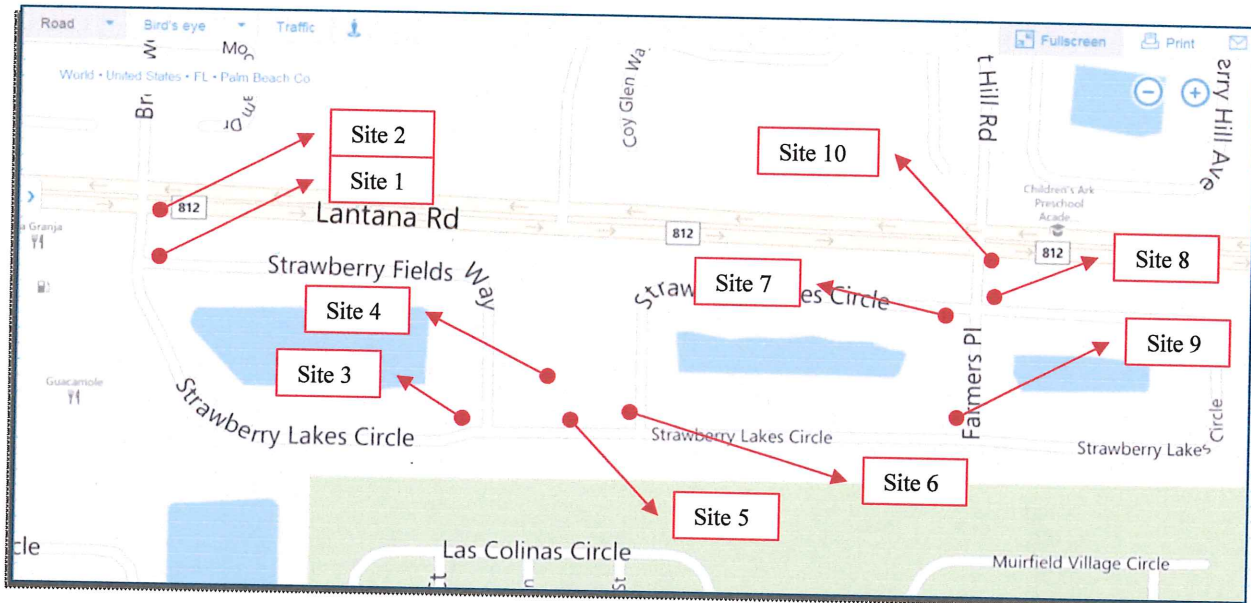


Figure 2 Site Locations

The site findings are detailed as follows:

Site #1: Strawberry Lakes Circle at Strawberry Fields Way

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 64 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing : 42 inches - OK
- Stop Bar:
 - ✓ No stop bar present
 - ✓ The stop bar is being replaced by a speed hump
- Comments: Stop sign is leaning to the right.



(west)

Site 1

Site #2: Strawberry Field Circle at Lantana Road

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 72 inches
- Stop Sign Horizontal distance:
 - ✓ Required: 36 inches (minimum)
 - ✓ Existing: 36inches
- Stop Bar:
 - ✓ Stop bar present in fair conditions



- Pavement Markings:
 - ✓ Lane line delineating the right and left turn lane is only 4 inches. Site 2 (5) inches is required.
 - ✓ Lane line delineating the right and left turn lane is yellow. This line shall be white.
- Comments: Stop sign is leaning to the west.

Site #3: Strawberry Field Circle at Strawberry Fields Way (south)

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 64 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 42 inches - OK
- Stop Bar:
 - ✓ The stop bar is being replaced by a speed hump
- Comments:



Site #4: Strawberry Lake Circle at Recreational Area

- Handicap Sign is out of code:
 - ✓ Required: 84 inches
 - ✓ Existing: 74 inches
- Pavement Markings:
 - ✓ Pavement symbol is in compliance with standards
- Comments:



Site #5: Strawberry Lake Circle at Recreational Area Entrance

- Stop Sign Height: No Stop Sign present
 - ✓ Required: 84 inches
 - ✓ Existing: 00 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 00 inches
- Stop Bar:
 - ✓ No stop bar present
- Comments:



Site #6: Strawberry Field Circle at Strawberry Fields Circle (south)

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 70 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 44 inches
- Stop Bar:
 - ✓ The stop bar is being replaced by a speed hump



Site #7: Strawberry Field Circle at Farmers Pl. (west)

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 76 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 41 inches
- Stop Bar:
 - ✓ The stop bar is being replaced by a speed hump
- Comments:



Site #8: Strawberry Field Circle at Farmers Pl. (east)

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 62 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 48 inches
- Stop Bar:
 - ✓ The stop bar is being replaced by a speed hump



Site #9: Strawberry Field Circle at Farmers Pl. (south)

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 70 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 44 inches



- Stop Bar:
 - ✓ The stop bar is being replaced by a speed hump
- Comments: Sign is leaning to the right

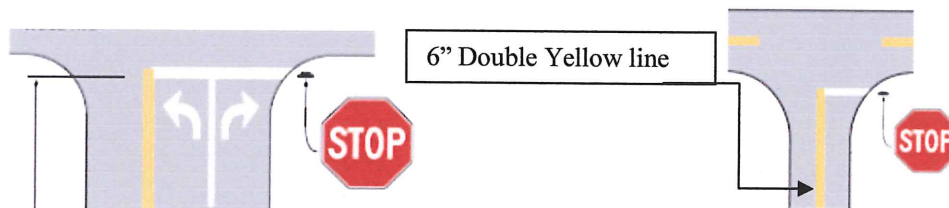
Site #10: Lantana Road at Farmers Pl.

- Stop Sign Height:
 - ✓ Required: 84 inches
 - ✓ Existing: 72 inches -
- Stop Sign Horizontal distance:
 - ✓ Required: 24 inches (minimum)
 - ✓ Existing: 51 inches
- Stop Bar:
- Comments:
- Pavement Markings:
 - ✓ Lane line delineating the right and left turn lane is only 4 inches. Six (6) inches is required.
 - ✓ Lane line delineating the right and left turn lane is yellow. This line shall be white.



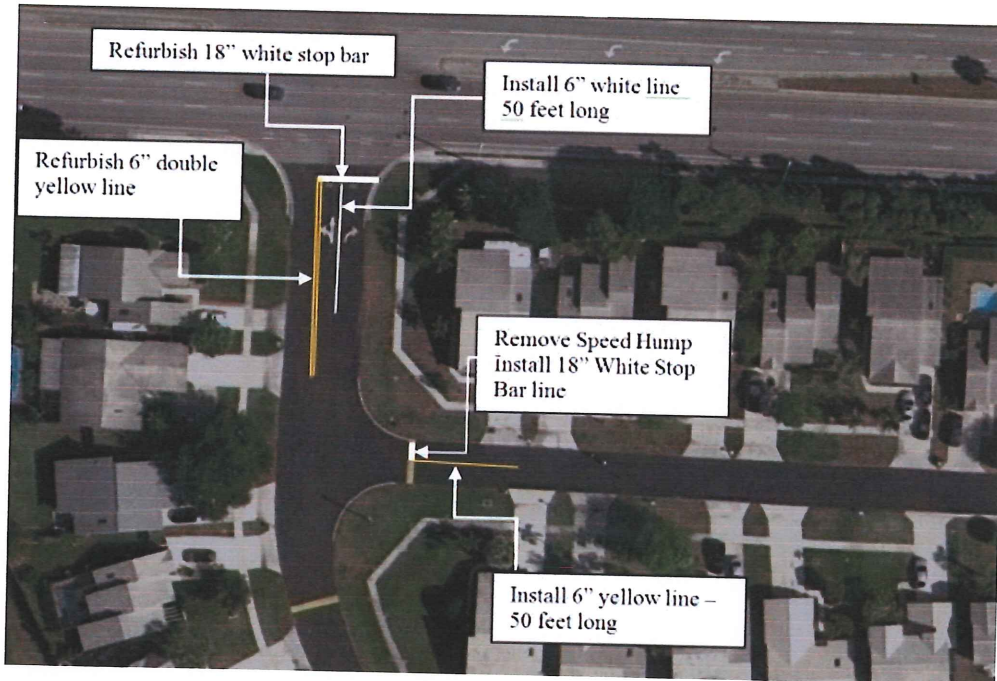
Recommendations:

- The stop signs must be reset to the required height of 84 inches (7').
- The Speed limits signs must be also reset to the 84 inches height.
- The Speed Humps located at the stop bar location must be removed and replaced with 18 inches white stop bar line (See detail).
- The existing yellow line at the development entrances (Lantana Road) must be replaced with 6 inches white line.
- The existing double yellow line at the development entrances (Lantana Road) must be replaced with 6 inches double yellow line.
- Install a stop sign at the recreational area exit.
- Review the height of the handicap sign at the recreational area to comply with the 84 inches height requirement.

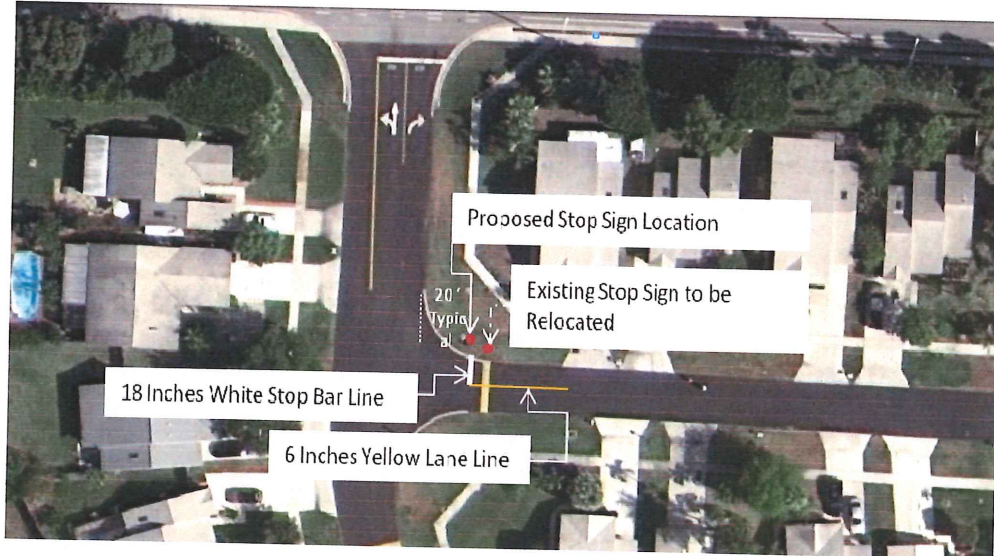


Typical required improvements:

Alternative 1:

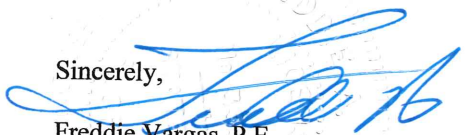


Alternative 2:



Upon completion of the recommended improvements a second inspection will be conducted to finalize the certification of Traffic Compliance.

Sincerely,

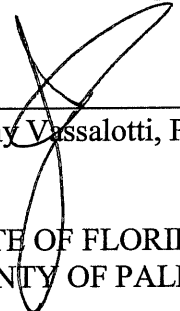

Freddie Vargas, P.E.
6264 NW 102 Way Parkland Fl. 33076

AFFIDAVIT

I, Jeremy Vassalotti of Strawberry Lakes Master Corporation, INC. (SLMC) certify that I have the authority to act on behalf of the Association. I further certify that (SLMC) owns the roadways within its development. We hereby request that the Palm Beach County Sheriff's Department begins to patrol these roadways in our community. Enclosed with the Affidavit is a letter from a Registered Professional Engineer who performed a traffic survey within the (SLMC) development. The letter states that the roadways in our community meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD).

It is our understanding that we meet the requirements of the Sheriff's Department by having this traffic survey complete, and we are submitting this information for your records. We respectfully request to contract with the Palm Beach County Sheriff's Office for patrols in our neighborhood, to begin as soon as possible.

Lakes Master Corporation, INC.

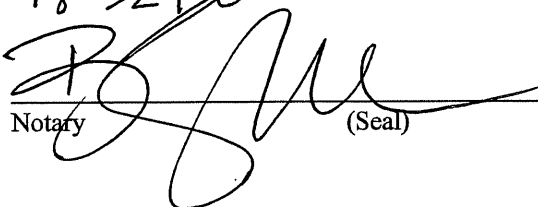


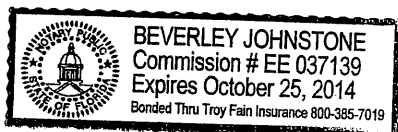
Jeremy Vassalotti, President

10/15/14
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 15th day of October, 2014, by Jeremy Vassalotti who is personally known to me or who has produced FL. DL # V243-436 as identification.

78-32950
ATTEST: 
Notary (Seal)



PBSO ACKNOWLEDGMENT OF CONSULTATION

Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledges that Palm Beach County has consulted with a designee of the Palm Beach County Sheriff's Office regarding the agreement for enforcement of the state traffic laws over the private road or roads which are owned or controlled by Strawberry Lakes Master Corp. Inc. a private residential community.

FISCAL IMPACT

There is no fiscal impact to the Palm Beach County Sheriff's Office resulting from routine enforcement in regards to the Agreement for Traffic Control Jurisdiction between Palm Beach County and Strawberry Lakes Master Corp. Inc. (Agreement). Therefore, the Palm Beach Sheriff's Office hereby waives the statutory requirement that establishes October 1 as the effective date of the Agreement. The Palm Beach Sheriff's Office will commence enforcement of the traffic laws of Florida as provided in the agreement as soon as possible.

Date: 8/4/14
By: [Signature]
Title: Sheriff