

Meeting Date
September 20, 2016



AGENDA	
Section	Consent
Item No.	<i>II.A.2</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request for Traffic Enforcement in Private Communities Treasure Lagoon – District #2
DEPT/OFFICE:	Public Works Department – Traffic Operations Program

Requested Action:
Approve the request of the property owners/residents of Treasure Lagoon Homeowners Association for the Brevard County's Sheriff's Office to provide traffic control enforcement for the community known as Treasure Lagoon. Authorize the Chair to execute the attached agreement for traffic enforcement on private roadways.

Summary Explanation & Background:

The Treasure Lagoon Homeowners Association has requested that Brevard County Public Works Department, perform an inspection of the exiting signage and striping and if needed, provide speed studies on the roadways within the Community to determine the appropriate speed limit to be posted. The Treasure Lagoon Homeowners Association shall reimburse the County for the actual cost of the speed study and/or the inspection to determine if existing signage meets Brevard County standards.

Once appropriate signage has been installed it is then requested that the Brevard County Sheriff's Office provide traffic enforcement within the Treasure Lagoon community. This agreement does not mean that the homeowners will see an increased law enforcement presence, merely that the deputies will now be able to enforce certain traffic laws that absent of this agreement they would not have the authority to enforce.

The Treasure Lagoon Homeowners Association shall provide and maintain appropriate signing as approved by the Brevard County Public Works Traffic Operations Program.

Fiscal Impact: No fiscal impact. The HOA will repay the County for survey and inspection costs which will be remitted to fund 0002, cost center R30338, GL#3499001.

Clerk to the Board Instructions: **Please return 5 executed certified agreement copies with exhibits.**

Exhibits Attached: **Agreement, exhibit "A" (location map), Initial Contract Form, copy of Interlocal Agreement, copy of HOA request**

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager			Department Director / Extension John Denninghoff, Public Works Dept. Director X52747 			
Stockton Whitten		Venetta Valdengo						



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.2., Agreement with Treasure Lagoon Homeowners Association for Brevard County Sheriff's Office (BCSO) to Provide Traffic Enforcement in Private Communities

The Board of County Commissioners, in regular session on September 20, 2016, executed and approved Agreement with Treasure Lagoon Homeowners Association for the BCSO to provide traffic control enforcement for the community known as Treasure Lagoon. Enclosed are four fully-executed Agreements for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (4)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Brevard County Public Works/Traffic Operation	
2. Fund/Account #: 0002/210230	Department Name: Public Works
4. Contract Description: Agreement for Traffic Control on Private Roadways – Treasure Lagoon HOA	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: 81
7. Dept./Office Director: Traffic Operations/Corrina Gumm	8. Contract Type:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____		8/25/16
Risk Management		_____		8/26/16
County Attorney		_____		8/26/16

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

RCVD-BCHR -AUG 26 '16

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADWAYS

THIS AGREEMENT entered into this 20 day of September, 2016, by and between the Board of County Commissioners of Brevard County, Florida (County) a charter county and political subdivision of the State of Florida, Wayne Ivey in his capacity as the Sheriff of Brevard County, Florida (Sheriff) a constitutional officer of the State of Florida, and Treasure Lagoon Homeowners Association (Association), a non-profit corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Treasure Lagoon Homeowners Association is the owner of private roads lying within a gated community more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Brevard County does not have traffic control jurisdiction over private roads, such as those in Treasure Lagoon Homeowners Association; and

WHEREAS, Section 316.006(3)(b), Florida Statutes, states that a county may exercise jurisdiction over any private road or roads located in the unincorporated area if the county and party or parties owning or controlling the road or roads provide, by written agreement, for the county to have traffic control jurisdiction; and

WHEREAS, the Association desires for the county to exercise jurisdiction for traffic control for the roads within Treasure Lagoon Homeowners Association; and

WHEREAS, the Brevard County Board of County Commissioners and the Brevard County Sheriff are willing to enter into such an agreement.

NOW, THEREFORE, in consideration of the following covenants and contributions, the County, the Sheriff and the Association agree as follows:

1. **Recitals above.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.
2. **Jurisdiction.** County agrees to exercise jurisdiction over traffic control upon the private roads specified in Exhibit "A" pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) (or as may be amended from time to time), and subject to the terms and conditions specified in this Agreement.
3. **Enforcement.** In exercising such traffic control jurisdiction, the Sheriff shall be authorized and empowered to enforce the traffic laws, which are generally applicable to public streets and highways under the County's original jurisdiction, to the private roads in Exhibit "A". Furthermore, the Sheriff shall be authorized and empowered to enforce the speed limit established by the County relative to the roads located in Exhibit "A" which speed limit shall be posted by appropriate signage at the expense of the Association. The Sheriff hereby agrees to undertake the aforesaid enforcement duties and specifically agrees to the institution of this agreement upon execution.

The Association shall provide reasonable and necessary cooperation to the Sheriff and the County so that the Sheriff and the County can carry out their respective obligations set out by this Agreement.

It should be noted that the Brevard County Sheriff's Office shall not be responsible for enforcing "No Parking" restrictions within this community.

4. **Signage.** County agrees to perform, if needed, speed studies on the roadways, in Exhibit "A" to determine the appropriate speed limit to be posted. The Association shall reimburse the County for the actual cost of the speed study and/or the inspection to determine if existing signage meets or exceeds the Manual of Uniform Traffic Control Devices (MUTCD) Standards. The Association shall be responsible for installing and maintaining all posted signage.

5. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the County over said roads and nothing herein shall be construed to limit or remove any such jurisdictional authority. The County agrees to continue to provide such other police and fire services as are otherwise provided by law.

6. **Fines - Traffic Citations.** All fines collected from traffic citations issued as a result of violation of traffic laws on the private roads covered under this agreement shall be disbursed as provided by law.

7. **Liability Not Increased.** Neither the existence of this Agreement or anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than the County or Sheriff would ordinarily be subjected to when providing its normal police services. The parties agree that the Association does not have the authority to act for, bind, or subject the County or the Sheriff to any obligation, duty or liability. Likewise, neither the Sheriff or the County have the authority to act for, bind, or subject the Association to an obligation, duty, or liability except as set forth herein.

8. **Indemnification.** Except as limited by law, the Association shall indemnify, defend, and hold the County and the Sheriff harmless from any loss, cost, damage, or expense, including attorney's fees, for any action arising, directly or indirectly, related to or stemming from the negligent or intentional acts or omissions of the Association, its officials, employees, or agents in the performance of this Agreement and/or any action or expense arising out of or related to, directly or indirectly, the maintenance, repair, and/or reconstruction of all roads and drainage by the Association and its agents, which, shall at times, be solely and exclusively the responsibility of the Association. Nothing herein shall be construed or interpreted as a waiver of the protections, immunities, and limitations of liability afforded the County or the Sheriff pursuant to Section 768.28, Florida Statutes.

9. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on the roads and/or drainage of the roads covered in Exhibit "A". The maintenance, repair, and reconstruction of all roads and drainage shall at all times be solely and exclusively the responsibility of the Association.

10. **Term.** The term of this Agreement shall be for one year commencing on the date of execution by both parties, and shall thereafter automatically continue for successive one year terms unless terminated by either party by sixty (60) days advance written notice to the other party.

11. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except where reduced to writing and executed in the same manner, with approval of the Board of County Commissioners, the Sheriff, and the Association.

12. **Applicable Law; Venue:** This Agreement shall be construed and enforced under the law of the State of Florida and codes/ordinances of Brevard County. Venue for any action brought to enforce this agreement shall be in Brevard County, Florida. In the event of and legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

13. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested to the following addresses:

As to the County: County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, Florida 32940

Copy to: County Attorney
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, Florida 32940

As to Sheriff: Sheriff Wayne Ivey
Brevard County Sheriff
700 South Park Avenue
Titusville, Florida 32780

Copy to: Charles Ian Nash, Esq.
Legal Counsel
440 South Babcock Street
Melbourne, Florida 32901

Copy to: Public Works Department
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, Florida 32940

As to Association: Mr. Henry Bursian, President
Treasure Lagoon Homeowners' Association, Inc.
431 Treasure Lagoon Lane
Merritt Island, FL 32953

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

15. **Effective Date.** The effective date of this contract shall be the date on which the last signature, required to execute this contract is attached. The Sheriff hereby waives in writing, pursuant to Florida Statute 316.006(3)(b), the requirement that this agreement not be effective prior to October 1, 2016.

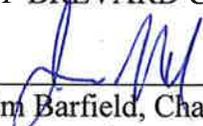
IN WITNESS WHEREOF, the parties have hereunto signed this instrument on the day and year as set forth below.

ATTEST:



Scott Ellis, Clerk

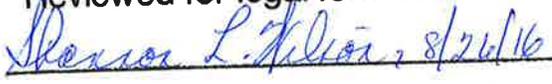
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



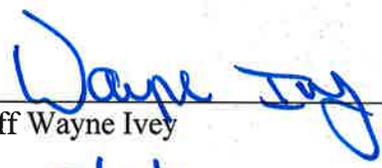
Jim Barfield, Chairman
As approved by the Board on 9/20/16

BREVARD COUNTY SHERIFF'S OFFICE

Reviewed for legal form and content:



(Assistant) County Attorney



Sheriff Wayne Ivey

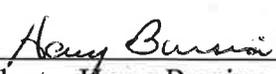
Date: 8/12/16

WITNESSES:

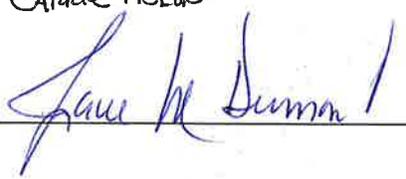


Carrie Rolow

TREASURE LAGOON HOA



President - Henry Bursian
Treasure Lagoon Homeowners' Assn.



Laurie M. Sumner

Date: 7/9/2016



Exhibit "A"
Agreement for Traffic Control on Private Roadways
Request for Sheriff's Enforcement
Treasure Lagoon Homeowners Association – Private Community
District #2

JCAW

Treasure Lagoon Homeowner's Association

**431 Treasure Lagoon Lane
Merritt Island, Florida 32953
321-720-9052**



May 17, 2016

LaVanda Lane
Traffic Engineering Specialist
Public Works Department
Traffic Operations Program
2725 Judge Fran Jamieson Way, Bldg. A, 211
Viera, FL 32940

Re: Request for Brevard County Sheriff's Office to provide speed enforcement in the gated community of Treasure Lagoon

To Ms. LaVanda Lane,

The gated community of Treasure Lagoon would like to request that your office add us to the Brevard County Sheriff's Office (BSO) patrol area for speeding enforcement. The Treasure Lagoon Homeowners Association submitted a written request signed by our Board of Directors on April 27, 2016 to Lt. JoAnna Seigel of the BSO in Merritt Island. We are having some issues with drivers not adhering to the 20 MPH posted speed limit and there has also been some premature damage of our entrance gate motors that are results of gates forced open. Treasure Lagoon is a family oriented neighborhood and we are concerned with the safety of all our owners and guests. Hours of most concern are around 2:30pm to 5:30 pm on weekdays.

We understand there is additional information required in order for our request to move forward and we hope to provide everything in this correspondence. The following are the members of the Board of Directors of the Treasure Lagoon HOA:

- Henry Bursian, President
431 Treasure Lagoon Lane
Merritt Island, FL 32953
321-720-9052
- Bill Felski, Vice-President
361 Treasure Lagoon Lane
Merritt Island, FL 32953
321-459-1422
- Tim Thomas, Board Member
481 Treasure Lagoon Lane
Merritt Island, FL 32953
321-544-7680

Treasure Lagoon HOA Secretary:

- Pamela Felski
361 Treasure Lagoon Lane
Merritt Island, FL 32953
321-459-1422

We have included a copy of the picture from the Brevard Property Appraiser website showing that Treasure Lagoon Lane is owned by The Treasure Lagoon Owners Association. Also, please refer to Plat Book 43 Page 96 Note 10 (copy also attached) where it states,

10. TREASURE LAGOON LANE IS A PRIVATE ROADWAY AND IS NOT DEDICATED TO THE PUBLIC.....

Please refer to the attached copy of our April 14, 2016, HOA meeting minutes on the second page under Additional Topics, the second bullet, where the option of asking the Sheriff to come in and issue citations for speeding are listed as an action item for the Board. Also refer to the attached copy of page 1 of the minutes from the April 23, 2016 Treasure Lagoon HOA Board Organizational Meeting under the heading Speeding in the Neighborhood.

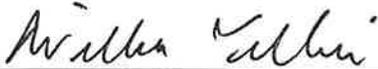
Please let us know if there is any further information required.

We very much appreciate your help in this matter,

Treasure Lagoon Homeowner's Association



Henry Bursian, President



Bill Felski, Vice-President



Tim Thomas, Board Member