

Meeting Date
March 3, 2015



AGENDA	
Section	Consent
Item No.	<i>II.A.7</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request for Traffic Enforcement in Private Communities Meadow Lake – District #5
DEPT/OFFICE:	Public Works Department – Traffic Operations Program

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

Summary Explanation & Background:

On October 9, 2007, the Board of County Commissioners approved the Meadow Lake Homeowners Association's Interlocal Agreement with the Sheriff's Office and Brevard County for traffic enforcement within the Meadow Lake community.

The Meadow Lake Homeowners Association has requested that the agreement be updated due to new homeowners association personnel. Brevard County staff updated/added language stating "It should be noted that the Sheriff will not be responsible for enforcing "No parking" restrictions within the Meadow Lake Community", which is now part of all agreements with private communities wishing to have the Sheriff's staff enforce posted speed limits within private communities.

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 Meadow Lake Homeowners Association shall provide and maintain appropriate signage 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 dated July 23, 2007.**

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, Mel Scott				Department Director / Extension John P. Denninghoff, Public Works Dept. Director	
Stockton Whitten		Assistant County Manager, Venetta Valcengo					



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

March 4, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.7., Agreement for Traffic Control on Private Roadways with Brevard County Sheriff and Meadow Lake Homeowners Association, Inc. for Traffic Enforcement in Meadow Lake

The Board of County Commissioners, in regular session on March 3, 2015, executed Agreement for Traffic Control on Private Roadways with Brevard County Sheriff and Meadow Lake Homeowners Association, Inc. for traffic enforcement in Meadow Lake. Enclosed are four fully-executed copies of the Agreement.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encls. (4)

cc: Contracts Administration

**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 Dept.	
2. Fund/Account #: 0002/210230	Division Name: Traffic Operations
4. Contract Description: Agreement for Traffic Control on Private Roadways – Meadow Lake HOA	
5. Contract Monitor: LaVanda Lane	6. Mail Stop #: 81
7. Dept./Office Director: Corrina Gumm, P.E., Program Manager	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	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/7/14
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/18/14 7/17/14
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/8/14

*Signature Block
Needs to Fed Corporation + Pros should sign*

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

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 to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

RECEIVED



October 10, 2007

MEMORANDUM

TO: John Denninghoff, Transportation Engineering Director

RE: Item III.A.7., Approval of Traffic Enforcement for Meadow Lake Homeowners Association

The Board of County Commissioners, in regular session on October 9, 2007, approved the Meadow Lake Homeowners Association's request for the Sheriff's Office to provide traffic control enforcement for the community known as Meadow Lake. Enclosed are two certified copies of the Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tamara Ricard, Deputy Clerk

/jj

Encls.(2)

cc: Sheriff
Contracts Administration

COPY

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADWAYS

THIS AGREEMENT entered into this 23 day of July, 2007, by and between the Board of County Commissioners of Brevard County, Florida (County) a charter county and political subdivision of the State of Florida, J.R. "Jack" Parker in his capacity as the Sheriff of Brevard County, Florida (Sheriff) a constitutional officer of the State of Florida, and Meadow Lake (Association), a non-profit corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, The Meadow Lake 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 Meadow Lake 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 Meadow Lake Subdivision 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

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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.

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

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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 J. R. "Jack" Parker
Brevard County Sheriff
700 South Park Avenue
Titusville, Florida 32780

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

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

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As to Association:


Paul Falco, President
Meadow Lake Homeowners Association
1775 Vista Lake Circle
Melbourne, FL 32904

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, 2006.


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

ATTEST:



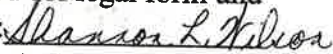
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

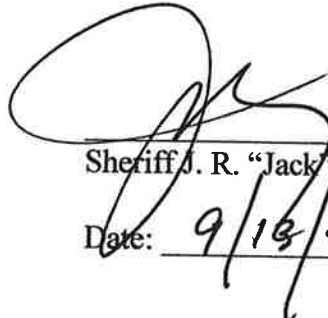


Jackie Colon, Chairperson

As approved by the Board on 10-09-07

Reviewed for legal form and
Content: 
(Assistant) County Attorney

BREVARD COUNTY SHERIFF'S OFFICE

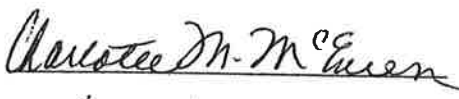


Sheriff J. R. "Jack" Parker

Date: 9/19/2007

COPY

WITNESSES:



7/23/07

ASSOCIATION, INC.

By: 

Date: 7-23-07

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and current copy of _____
Agreement witness my hand
and official seal this 11 day of
October 20 07

SCOTT ELLIS
Clerk Circuit Court

BY  D.C.

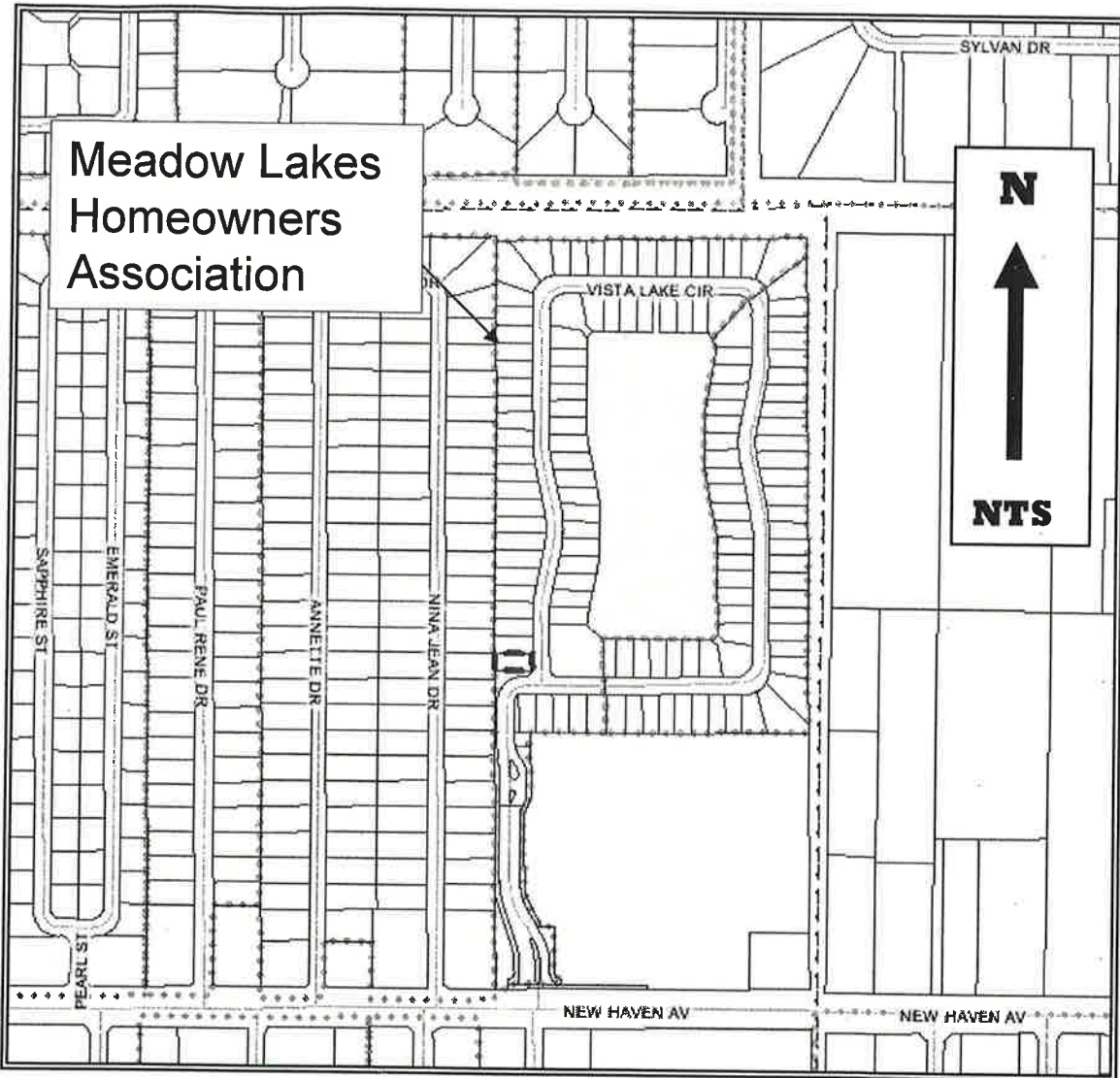


EXHIBIT "A"
Agreement for Traffic Control on Private Roadways
MEADOW LAKE HOMEOWNERS ASSOCIATION
DISTRICT #5
SEC 2, TWP 28, RGE 36

COPY

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADWAYS

THIS AGREEMENT entered into this 3rd day of March, 2015, 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 Meadow Lake (Association), a non-profit corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, The Meadow Lake 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 Meadow Lake 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 the traffic control for the roads within Meadow Lake Subdivision 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 agree to the institution of the 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 obligation set out by this Agreement.

It should be noted that the Sheriff will not be responsible for enforcing "No Parking" restrictions within the Meadow Lake 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 originally 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.

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

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

As to Association: Mr. Maurice Arcadier
1604 Vista Lake Circle
West Melbourne, Florida 32904

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 requirements that this agreement not be effective prior to October 1, 2015.

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

Robin Fisher, Chairman

As approved by the Board on 3-3-15

Reviewed for legal form and
Content: _____
(Assistant) County Attorney

BREVARD COUNTY SHERIFF'S OFFICE

Wayne Ivey
Sheriff Wayne Ivey

Date: 7/10/14

WITNESSES:

Dawn Kimidis

[Signature]

ASSOCIATION, INC.

[Signature]

President
Meadow Lake Homeowners Assn., Inc.

Date: 2/2/15

Reviewed for legal form and
content: Sharon P. Nelson
Assistant County Attorney

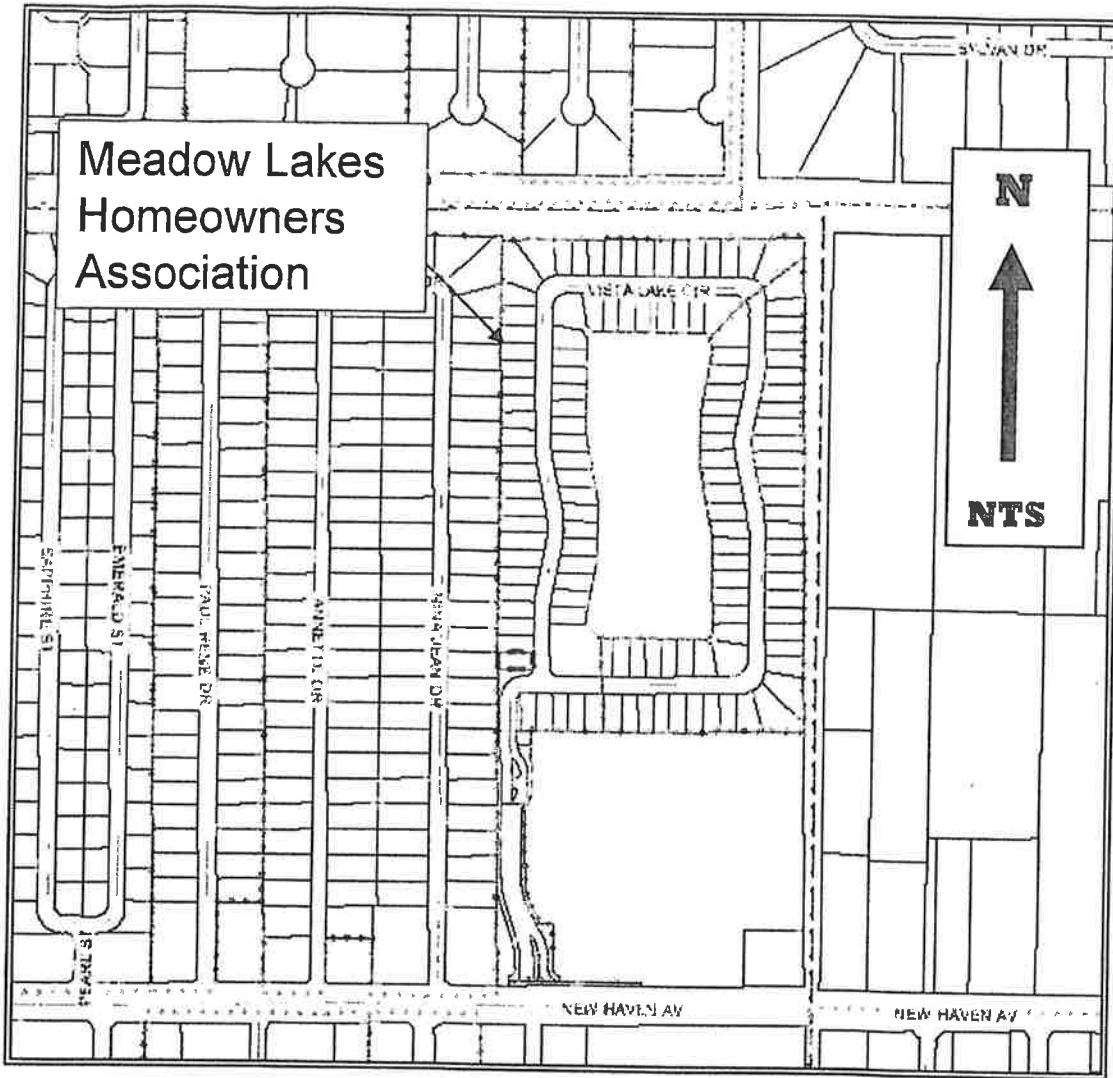


EXHIBIT "A"

**Agreement for Traffic Control on Private
Roadways**

MEADOW LAKE HOMEOWNERS ASSOCIATION

DISTRICT #5

SEC 2, TWP 28, RGE 36