

VILLAGE OF WELLINGTON

Richard

Village Council

Thomas M. Wenham, Mayor
Mark B. Miles, Vice Mayor
Lizbeth Benacquisto, Councilwoman
Robert S. Margolis, Councilman
Laurie S. Cohen, Councilwoman

Village Manager
Charles H. Lynn, AICP

July 1, 2003

✓ Grand Isles Home Owner's Association, Inc.
c/o William Pinto, President
7100 West Camino Real - Suite 117
Boca Raton, FL 33433


Palm Beach County Sheriff's Office
Attention: Commander of Wellington District
12794 W. Forest Hill Boulevard
Wellington, FL 33414

RE: Resolution R2003-89

Enclosed you will find a copy of the fully executed Agreement between the Village of Wellington and the Grand Isles Homeowner's Association for performance of law enforcement services and functions relating to traffic control.

Should you have further questions, or require further information, please call me directly at 791-4043.

Sincerely,


Janice C. Rutan
Records Management Coordinator
Office of the Village Clerk

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RESOLUTION NO. R2003-89

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA APPROVING AN AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN THE VILLAGE OF WELLINGTON AND GRAND ISLES HOMEOWNERS' ASSOCIATION; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Grand Isles Homeowners' Association owns and/or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(2), Florida Statutes, provides that the Village may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Grand Isles Homeowners' Association wishes to contract with the Village of Wellington for performance of law enforcement services and functions relating to traffic control within its boundaries in the Village of Wellington; and

WHEREAS, such agreement for law enforcement services has been prepared and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby accepts and approves the Traffic Control Jurisdiction Agreement between the Village of Wellington and Grand Isles Homeowners' Association for the roads more particularly described in Exhibit "A" (a copy of which shall be maintained in the offices of the Village Clerk) and hereby authorizes the Mayor and Village Clerk to execute the Agreements.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of May, 2003.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

BY: Thomas M. Wenham
Thomas M. Wenham, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Alfred A. Kuntz
Village Attorney

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION
BETWEEN THE VILLAGE OF WELLINGTON AND
GRAND ISLES HOMEOWNERS' ASSOCIATION**

THIS AGREEMENT is made and entered into this 13 day of May, 2003, between the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter "VOW," and GRAND ISLES HOMEOWNERS' ASSOCIATION, a Florida not-for-profit corporation representing a private residential community located in Palm Beach County, Florida, hereinafter "Community."

WITNESSETH:

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

WHEREAS, Section 316.006(2), Florida Statutes, provides that VOW may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Community wishes to contract with VOW for performance of law enforcement services and functions relating to traffic control within its boundaries in the Village of Wellington, 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 and his deputies control traffic upon its roadways during normal patrol hours (hereinafter "Services"). Community acknowledges that this Agreement does not guarantee a minimum number of hours of traffic enforcement. Community agrees that if the provision of traffic enforcement services under this Agreement results in additional expenses to the Village of Wellington, then Community shall be responsible for such additional expenses. Should Community desire deputies to be situated in its development at times outside normal routine patrol, 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 VOW with certification by a licensed engineer (Exhibit "A") 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. In addition, Community shall provide an affidavit stating that Community does in fact own/or control the roadways within said development (Exhibit "B").

4. VOW 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 (hereinafter "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 VOW. As appointees of the Sheriff, they receive all benefits, training, and promotion opportunities provided by the Sheriff.
7. This Agreement may be cancelled by the VOW or Community for any reason after sixty (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 the 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 VOW and Community:

VILLAGE OF WELLINGTON
 Village of Wellington Manager's Office
 Attention: Charles H. Lynn, Village Manager
 14000 Greenbriar Drive
 Wellington, FL 33414

COMMUNITY
 Grand Isles Home Owners' Association, Inc.
 c/o William Pinto, President
1100 West Camino Real, Suite 117
Boca Raton, FL 33433

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

SHERIFF
Palm Beach County Sheriff's Office
Attention: Commander of Wellington District
12794 W. Forest Hill Blvd.
Wellington, FL 33414
(561) 753-8547

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by VOW 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 parties acknowledge that they have consulted with Sheriff.
13. In the event that any section, paragraph, sentence, clause, or provision hereof is 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.
14. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, 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.

(The remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year written above.

ATTEST:

By: [Signature]
Secretary

COMMUNITY:

By: [Signature]

Typed or Printed Name
President

Title

ATTEST:

By: [Signature]
Anilda Rodriguez, Village Clerk
Kath D. Tateenboast, Deputy Village Clerk

VILLAGE OF WELLINGTON:

By: [Signature]
Thomas M. Wenham, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Village Attorney



February 6, 2003

Village of Wellington
14000 Greenbrier Blvd
Wellington, FL 33414

To all concerned:

This is to confirm that Mr. William Pinto is the elected *President* of the Grand Isles Home Owners Association and holds all necessary powers to sign the inter-local agreement between Grand Isles and the Wellington Sheriff's Office.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Chambers".

Bonnie Chambers, for the
Grand Isles Homeowners Association

LNW


Lawson, Noble & Webb, Inc.
ENGINEERS • PLANNERS • SURVEYORS

Setting the Standard...Leading the Way™

Orange Point P.U.D.
a.k.a. Grand Isles Subdivision

Engineer's Certificate of Completion

I, Ronald W. Last, a registered engineer in the State of Florida, certify that in my professional opinion, pursuant to field reviews under my responsible charge, the signage and striping for the Orange Point P.U.D. (Grand Isles Subdivision) are in substantial accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Village of Wellington Land Development Regulations in effect on the date of this certification.

By: 

Ronald W. Last, P.E.
Florida Registration No. 38707

Date: 12-2-02