

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN THE CITY OF
RIVIERA BEACH AND TURTLE CAY**

THIS AGREEMENT, made and entered in this _____ day of _____, 2018, and between **CITY OF RIVIERA BEACH (CITY)**, a political subdivision of the State of Florida, hereinafter, and Turtle Cay, 100 Old Beacon Way, Riviera Beach, Florida, 33407. (**COMMUNITY**) representing a private residential community located in Riviera Beach, Florida.

WITNESSETH:

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

WHEREAS, Section 316.006(2)(b)(4) provides that the **CITY** may exercise traffic control jurisdiction upon the majority vote and by written Agreement by a Homeowners' Association to have State Traffic Laws enforced by local Law Enforcement Agencies on private roads that are controlled by the Association; and

WHEREAS, COMMUNITY wishes to contract with the **CITY** for the **RIVIERA BEACH POLICE DEPARTMENT** to provide for enforcement of traffic laws of the State on the **COMMUNITY** roads and functions relating to traffic control within its boundaries in Riviera Beach, 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 **RIVIERA BEACH POLICE DEPARTMENT** provide enforcement of the traffic laws of the State upon its roadways during normal patrol hours (**SERVICES**). Should **COMMUNITY** desire Police Officers 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. The **COMMUNITY** shall provide the **CITY** 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. The **CITY** 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 **CITY**.
6. Persons employed in the performance of services provided are Sworn Officers of the **RIVIERA BEACH POLICE DEPARTMENT** and not the **COMMUNITY**, and receive all benefits, training, and promotion opportunities provided by the **POLICE**.
7. In the event the community is gated or has restricted access, a "Click to Enter" System must be in place so the **RIVIERA BEACH POLICE DEPARTMENT** may have access to enter and enforce traffic related activities. This system shall be purchased, installed and maintained at the sole expense of the **COMMUNITY**.
8. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement and shall remain in effect until cancelled per Section No. 9 of this Agreement.
9. This Agreement may be canceled by the **CITY** or **COMMUNITY** for any reason after (60) day's written notice has been provided to the other party.
10. This Agreement is subject to modification in writing by the mutual consent of parties to this Agreement and executed with the same procedure as the original Agreement.
11. All notices and/or inquiries required or allowed by this Agreement shall be mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is 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:

CITY OF RIVIERA BEACH:

Karen Hoskins
City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

Andrew DeGraffenreidt, III
City Attorney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

Michael B. Madden
Interim Chief of Police
Riviera Beach Police Department
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

COMMUNITY:

Brett Matthews
President - Board of Directors
Turtle Cay
100 Old Beacon Way
Riviera Beach, Florida 33407

12. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by the **CITY** under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.
13. 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.
14. 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 affect the remaining portions of this Agreement and the same shall remain in full force and effect.

15. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to his Agreement.
16. This Agreement shall be construed by and governed by the laws of the State of Florida.
17. 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.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on this ____ day of _____, 2018.

CITY OF RIVIERA BEACH:

ATTEST:

THOMAS A. MASTERS
MAYOR

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

MICHAEL B. MADDEN
INTERIM POLICE CHIEF


DATE: _____

COMMUNITY:

ATTEST:



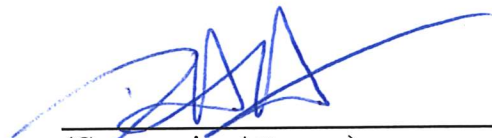
(Community Representative)



(Community Secretary/Treasurer)
Jay Brentingale



**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



(Community Attorney)

DATE: 7-24-18