

RESOLUTION NO. 2006- 170

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECOGNIZING STANDARD FORM TRAFFIC CONTROL AGREEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE STANDARD FORM AGREEMENTS.

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any private or special district roads if the county enters an agreement providing county traffic control jurisdiction; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction of private or special district roads, the governing board of the county shall consult with the sheriff; and

WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived this provision as evidenced by Exhibit “__”.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of St. Johns County, Florida, that the standard form agreements for traffic control on private roads and special district roads attached as Exhibit “A” and Exhibit “B” hereto shall be recognized as the standard form traffic control agreements in St. Johns County.


Section 1. The County Administrator is hereby authorized to execute a standard form traffic control agreement substantially in the form of Exhibit “A” or Exhibit “B” attached hereto, with the Sheriff and any requesting party that has fulfilled the requirements of a standard form traffic control agreement.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 30th day of May, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:

Cheryl Strickland, Clerk


Deputy Clerk

By: 
James E. Bryant, Chairman

Effective Date: 05-30-06

Rendition Date: 6-1-06

EXHIBIT "A"

_____ TRAFFIC CONTROL AGREEMENT
_____ PRIVATE ROADS

Legal Description

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

This Agreement for Traffic Control on Private Roads located in the community of _____ is entered into by and between St. Johns County, Florida (“County”), a political subdivision of the State of Florida, the St. Johns County Sheriff’s Office (“Sheriff”), and the _____ (“_____”), a nonprofit corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, _____ owns fee simple title to all the private roadways lying within a gated community (hereinafter “Private Roads”) more specifically described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, County does not have traffic control jurisdiction over private roads such as those owned by _____; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over private roads the governing board shall consult with the sheriff; and

WHEREAS, _____ wants County to exercise traffic control jurisdiction upon certain Private Roads identified herein; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction upon the Private Roads; and

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and _____ hereby agree as follows:

1. 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 pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the terms and conditions specified in this Agreement.
3. **Signage.** Community shall provide for review and approval by County a traffic study signed and sealed by a registered Professional Engineer certifying that the roadway signage and regulations are in accordance with the standards set forth in the *Manual on Uniform Traffic Control*

Devices and Chapter 316, F.S. This Traffic Study and the County Engineer's approval thereof are attached hereto as Exhibit "B." In addition, Community shall provide an affidavit stating that Community does in fact own/or control the roadways within said development (Exhibit "C").

4. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** _____ shall compensate Sheriff for the services performed under this Agreement at an hourly rate and in the manner determined by the Sheriff, for any traffic control and enforcement costs that are reasonably determined by the Sheriff to exceed normal costs of traffic control and enforcement on public roads.

6. **Retainage of Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

7. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.

8. **Indemnification/Insurance.** To the fullest extent permitted by law, _____ shall indemnify, defend, and hold the County and Sheriff harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, _____ shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000), and shall file with the County current certificates of the required insurance providing a 30 day advance written notice of cancellation. Such insurance shall (a) name the County and Sheriff as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

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 and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the _____ community shall at all times be solely and exclusively the responsibility of _____.

10. **Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

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 when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.

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

As to County: St. Johns County Administrator
4020 Lewis Speedway
St. Augustine, FL 32084

Copy to: St. Johns County Attorney's Office
4020 Lewis Speedway
St. Augustine, FL 32084

As to Sheriff: St. Johns County Sheriff's Office
4015 Lewis Speedway
St. Augustine, FL 32084

As to _____ : _____
c/o _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: _____
James E. Bryant, Chairman

DATE: _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

ST. JOHNS COUNTY SHERIFF'S OFFICE,
ST. JOHNS COUNTY, FLORIDA

By: _____
David B. Shoar, Sheriff

DATE: _____

WITNESS:

(Print Name)

(Print Name)

BY: _____

TITLE: _____

DATE: _____

WITNESS:

(Print Name)

(Print Name)

EXHIBIT "B"

AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS

This Agreement for Traffic Control on District Roads located in the district of _____ is entered into by and between St. Johns County, Florida (“County”), a political subdivision of the State of Florida, the St. Johns County Sheriff’s Office (“Sheriff”), and the _____ (“_____”), a nonprofit corporation organized under the laws of the State of Florida.

WITNESSETH:

WHEREAS, _____ owns fee simple title to all the district roadways lying within a gated district (hereinafter “District Roads”) more specifically described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, County does not have traffic control jurisdiction over district roads such as those owned by _____; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any district roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over district roads the governing board shall consult with the sheriff; and

WHEREAS, _____ wants County to exercise traffic control jurisdiction upon certain District Roads identified herein; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction upon the District Roads; and

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and _____ hereby agree as follows:

1. 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 District Roads pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the terms and conditions specified in this Agreement.
3. **Signage.** District shall provide for review and approval by County a traffic study signed and sealed by a registered Professional Engineer certifying that the roadway signage and

regulations are in accordance with the standards set forth in the *Manual on Uniform Traffic Control Devices* and Chapter 316, F.S. This Traffic Study and the County Engineer's approval thereof are attached hereto as Exhibit "B." In addition, District shall provide an affidavit stating that District does in fact own/or control the roadways within said development (Exhibit "C").

4. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the District Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** _____ shall compensate Sheriff for the services performed under this Agreement at an hourly rate and in the manner determined by the Sheriff, for any traffic control and enforcement costs that are reasonably determined by the Sheriff to exceed normal costs of traffic control and enforcement on public roads.

6. **Retainage of Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the District Roads shall be apportioned in the manner set forth in applicable statutes.

7. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.

8. **Indemnification/Insurance.** To the fullest extent permitted by law, _____ shall indemnify, defend, and hold the County and Sheriff harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, _____ shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000), and shall file with the County current certificates of the required insurance providing a 30 day advance written notice of cancellation. Such insurance shall (a) name the County and Sheriff as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

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 and/or drainage of the District Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the _____ district shall at all times be solely and exclusively the responsibility of the District.

10. **Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30)

days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

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 when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.

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4020 Lewis Speedway
St. Augustine, FL 32084

Copy to: St. Johns County Attorney's Office
4020 Lewis Speedway
St. Augustine, FL 32084

As to Sheriff: St. Johns County Sheriff's Office
4015 Lewis Speedway
St. Augustine, FL 32084

As to _____ : _____
c/o _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: _____
James E. Bryant, Chairman

DATE: _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

ST. JOHNS COUNTY SHERIFF'S OFFICE,
ST. JOHNS COUNTY, FLORIDA

By: _____
David B. Shoar, Sheriff

DATE: _____

WITNESS:

(Print Name)

(Print Name)

BY: _____

TITLE: _____

DATE: _____

WITNESS:

(Print Name)

Cntyatt/TrafficEnforcementAgreement.district

(Print Name)

EXHIBIT "C"