

RESOLUTION NO. 2017 - 205

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH THE PLANTATION ESTATES HOME OWNERS ASSOCIATION AND THE ST. JOHNS COUNTY SHERIFF'S OFFICE FOR TRAFFIC CONTROL UPON ROADS OWNED AND MAINTAINED BY THE PLANTATION ESTATES HOME OWNERS ASSOCIATION.

WHEREAS, the Plantation Estates Home Owners Association ("Association"), the St. Johns County Sheriff's Office ("Sheriff"), and St. Johns County, Florida, a political subdivision of the State of Florida ("County") desire to enter into a Traffic Enforcement Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1" to this resolution, for traffic control upon roads owned and maintained by the Association; and

WHEREAS, the Association owns fee simple title to all private roadways lying within the Plantation Estates subdivision (hereinafter "Private Roads"); and

WHEREAS, Florida Statute 316.006 provides for jurisdiction over any special Private Roads if the County and the Association owning such roads provide for county traffic control jurisdiction by a written agreement approved by the County; and

WHEREAS, nothing herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads, which shall at all times be solely and exclusively the responsibility of the Association; and

WHEREAS, nothing herein shall be interpreted as an offer or acceptance for conveyance of the Private Roads to the County; and

WHEREAS, all Parties agree to the terms of the attached Agreement;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to execute the Traffic Enforcement Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1", on behalf of the County for the purposes mentioned above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.
4. This Resolution shall take effect immediately upon its being signed.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 20 day of June 2017.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Pam Halterman
Deputy Clerk

By: _____
James K. Johns, Chair

Rendition Date: 6/22/17

Effective Date: 6/22/17



**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

This Agreement for Traffic Control on Private Roads located in the [NAME OF SUBDIVISION] PLANTATION ESTATES AT JULINGTON CREEK ("Subdivision") 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 [NAME OF HOA or legal entity] PLANTATION ESTATES AT JULINGTON CREEK ("Private Party"), located in St. Johns County, Florida.

WITNESSETH:

WHEREAS, Private Party owns fee simple title to all the public roadways lying within Subdivision (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 Private Party; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any special Private Roads if the County and the Private 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 Party roads the governing board of the county shall consult with the Sheriff; and

WHEREAS, Private Party has requested that the County 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

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 in writing.

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and Private Party 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 Exhibit "B."

3. **Traffic Study; Signage.** Private Party shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate, DOT approved signage along said roads (See Exhibit "B").

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.** Private Party shall compensate Sheriff for the services performed under this Agreement that are reasonably determined by the Sheriff to exceed normal traffic enforcement activities, reasonably determined by the Sheriff.

6. **County to Retain 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.** To the fullest extent permitted by law, Private Party shall indemnify, defend, and hold the County and Sheriff (including all of their officers, employees and agents) 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 enforcement activities provided through this Agreement, or the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, Private Party 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 insured's 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. Evidence (e.g., binder) of compliant insurance is attached as Exhibit "D."

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 Private Roads shall at all times be solely and exclusively the responsibility of Private Party.

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
500 San Sebastian View
St. Augustine, FL 32084

Copy to: St. Johns County Attorney's Office
500 San Sebastian View
St. Augustine, FL 32084

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

As to Private Party: Plantation Estates at Julington Creek HOA
c/o MAY Management, Inc.
5455 AIA South
St. Augustine, FL 32080

[Name and Mailing Address]

Copy to: _____
c/o

[Legal counsel (if known)]

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY ADMINISTRATOR
ST. JOHNS COUNTY, FLORIDA

By: _____
Michael Wanchick, County Administrator

DATE: _____

ATTEST:

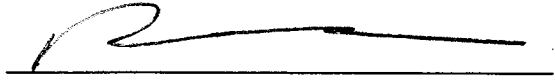
By: _____
Deputy Clerk

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

By: _____
David B. Shoar, Sheriff

DATE: _____

PRIVATE PARTY

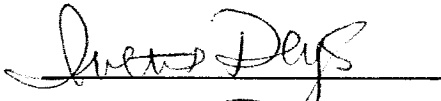


By: Betty C. Johnston

TITLE: Community Association Manager

DATE:

WITNESS:



Ivetta Reyes
(Print Name)



Brandy Rowe
(Print Name)

EXHIBIT "A"

**TRAFFIC CONTROL AGREEMENT
PRIVATE ROADS**

Legal Description

EXHIBIT "B"

TRAFFIC STUDY; SIGNAGE

*The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: **Traffic Study; Signage.***

SECTION I - SUBDIVISION SIGNING AND MARKING PLAN

The applicant should contact the Records Management Officer at (904) 209-0706 and request the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plan. *If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.*

SECTION II - ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. If not, the Traffic Operations Section will provide the applicant with a list of consulting firms known to have experience in Traffic Engineering. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

SECTION III - ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by Traffic Operations must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be including in the Traffic Study Outline.

Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer, and confirmed by the County Traffic Operations that golf carts may safely travel on or cross the public road or street, considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section II Engineering Services and Section III Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

Traffic Control Plan Certification

Subdivision: _____

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 316.

**Seal & Signature of
Professional Engineer**

FINAL SUBMITTAL

The applicant will submit the Certified Traffic Control Plan and Engineering Report to the Traffic Operations Section, 2470 Industry Center Road, St Augustine, Florida 32084. Following approval by the County Engineer, the applicant may proceed with completing the remaining requirements of the agreement.

If additional information or clarification is needed, please contact Greg Kennedy, Traffic Operations Manager at (904)209-0178.

EXHIBIT "C"

**TRAFFIC CONTROL AGREEMENT
EXHIBIT "C"
AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me the undersigned authority, personally appeared (print name)
Betty Johnston who after being duly sworn, states as follows:

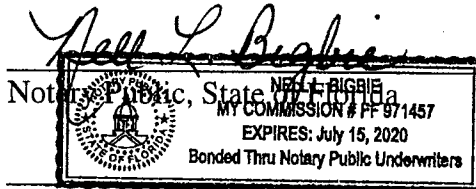
1. My name is (print name) Betty C. Johnston my position/title is (position/title)
Community Association Manager with (Subdivision/HOA) PLANTATION ESTATES
AT JULINGTON CREEK. I base my statements in this affidavit on my personal
knowledge.

2. To the best of my knowledge, all the roadways within the property
description attached as Exhibit A to the Traffic Control Agreement are owned by
(name of Subdivision/HOA) PLANTATION ESTATES AT JULINGTON
CREEK

Further affiant sayeth not.

[Signature]
(affiant signature)

Subscribed and sworn (or affirmed) to me on (date) 6/7/17 (print
Name of affiant) Betty Johnston who is **personally** known to me or
who has produced _____ as identification.



Print, type or stamp commissioned name of
Notary Public
Commission Number: _____
Commission Expires: _____

EXHIBIT "D"

(ATTACH INSURANCE BINDER)