

TAB 6



City of Palmetto Agenda Item

Meeting Date

4/2/12

Presenter: Jim Freeman

Department: City Clerk

Title: Traffic Control Agreement between Laguna Condominium Association, Inc. and City of Palmetto

In 2005 the City entered into a traffic control agreement with Riviera Dunes Homeowners Association to enable our Police department to handle traffic incidents on private roads within Riviera Dunes. The agreement covered most all of the subdivisions within Riviera Dunes, with the exception of the Laguna Condominiums. The City has recently received a request from the Laguna Condominium Association, Inc. to enter into an agreement with the City for traffic control(See attached minutes and Resolution from Laguna's board).

The attached agreement for traffic control services is very similar to the previous agreement and covers the property which is known as Laguna. Some changes to the original agreement were made by the City attorney to reflect current Florida Statute.

Budgeted Amount: N/A **Budget Page No(s):** **Available Amount:** **Expenditure Amount:** N/A

Additional Budgetary Information:

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Motion to approve the agreement for municipal traffic control jurisdiction between the City of Palmetto and Laguna Riviera Condominium Association, Inc.

Staff Contact: Jim Freeman

Attachments: Agreement for Traffic Control Jurisdiction

AGREEMENT
FOR MUNICIPAL TRAFFIC CONTROL JURISDICTION
BETWEEN THE CITY OF PALMETTO AND
LAGUNA RIVIERA CONDOMINIUM ASSOCIATION, INC.

THIS AGREEMENT is made and entered into, by and between the **CITY OF PALMETTO**, a **Municipal Corporation of the State of Florida**, (hereinafter "**CITY**"), and the **LAGUNA RIVIERA CONDOMINIUM ASSOCIATION, INC.** a **not-for-profit corporation registered with the State of Florida**, (hereinafter "**ASSOCIATION**"), as follows:

WHEREAS, the **CITY** and **ASSOCIATION** representatives have discussed the relevant and necessary issues to address the various separate responsibilities of each of those parties for the rendering of municipal traffic control jurisdictional services to the **ASSOCIATION**; and,

WHEREAS, Section 316.006(2)(b), Florida Statutes, (2011), provides that a municipality may exercise traffic control jurisdiction over the roads of the **ASSOCIATION** as provided for by written agreement between the **CITY** and **ASSOCIATION**; and,

WHEREAS, Section 316.189(1), Florida Statutes, (2011), provides that municipalities may regulate the maximum speed within a municipal residential district to a limit of twenty (20) miles per hour; and,

WHEREAS, **ASSOCIATION** has, by Resolution of the Board of Directors of the **ASSOCIATION**, dated March 22, 2012, requested the **CITY** to undertake traffic control jurisdiction over the roads of the **ASSOCIATION**; and,

WHEREAS, the **CITY** and **ASSOCIATION**, in order to accomplish the intent of said Resolution, desire to memorialize and confirm the understandings, responsibilities and obligations of the respective parties pursuant to and by the required agreement; and,

WHEREAS, it has been determined by the **CITY** and the **ASSOCIATION** that it is in the best interest of all residents that the above matters be addressed in this Agreement between the parties; and,

WHEREAS, it has been determined by the **CITY** and **ASSOCIATION** that this Agreement is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, in accordance with the terms and conditions set forth herein, it is further agreed between the parties as follows:

1. **CITY** shall provide municipal traffic control jurisdictional services on the roads identified and shown on **Exhibit "1"**, attached hereto and incorporated herein, upon execution of this Agreement by both parties.

2. The **ASSOCIATION** agrees, at its cost, to post appropriate and approved speed limit signs designating the speed limit on the roads within the **ASSOCIATION** set forth on **Exhibit "1"**. The speed limit signs shall be approved by the **CITY**.

3. Initially, the **CITY** shall provide traffic control jurisdiction over the **depicted on Exhibit "1"** as part of the municipal services rendered to citizens of the **CITY** and the **ASSOCIATION** will not be required to pay any additional or actual cost of traffic control and enforcement, nor any liability insurance premiums relating to the exercise of municipal jurisdiction. However, the **ASSOCIATION** will indemnify the **CITY** as hereinafter provided.

4. The exercise of traffic control jurisdiction by **CITY** over the roads depicted on Exhibit "1" will be reviewed by the **CITY** at intervals of six (6) months and twelve (12) months after the commencement of traffic control jurisdiction being exercised by the **CITY**. Depending on the determination of both or either one of those review periods, the **CITY** may require the **ASSOCIATION** to renegotiate this Agreement and provide for the reimbursement of actual costs and liability insurance as may be warranted in the opinion of the **CITY**. Should the parties fail to arrive at an agreement for the reimbursement of actual costs and the issuance of liability insurance, then this Agreement shall be subject to termination by the **CITY** by written notice to the **ASSOCIATION** of the **CITY**'s intent to terminate service fifteen (15) days after the date of said written notice.

5. The roads within the **ASSOCIATION** subject to the jurisdiction of the **CITY** as depicted on Exhibit "1" may be increased or expanded and the Exhibit "1" amended thereby in conformance with such action by resolution of the City Commission upon notification by the **ASSOCIATION** of its desire to include such additional roads. The adoption of the resolution shall cause the additional roads to be incorporated within this Agreement by such action. The **CITY** is not obligated to expand its traffic control jurisdiction to such additional roads, but may do so at its discretion through the referenced resolution.

6. The **ASSOCIATION** hereby indemnifies and holds harmless the **CITY** against and from any liability, claims, suits, damages or causes of action by any person filed or sought against **CITY** as a result of this Agreement and the **CITY**'s exercising of traffic control jurisdiction pursuant to this Agreement in a reasonable and non-negligent

manner, to the extent allowed by law. The **ASSOCIATION** is not indemnifying the **CITY** against the **CITY's** own negligent acts or omissions.

7. This Agreement may be terminated by the parties (in addition to the provisions of Paragraph 4) upon thirty (30) days written notice by one party to the other. This Agreement may also be terminated should one party fail to perform in accordance with the terms hereof through no fault of the non-breaching party, by the non-breaching party giving seven (7) days written notice of such termination to the breaching party.

8. The delivery of any notices by one party to the other shall be deemed to have been delivered if they are hand delivered or sent by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid and addressed to the following respective representatives of the other party or their duly elected or appointed successors, as follows:

CITY: The Honorable Shirley Groover Bryant, Mayor
City of Palmetto
Post Office Box 1209
Palmetto, FL 34220

Copy to: James R. Freeman City Clerk
City of Palmetto
Post Office Box 1209
Palmetto, FL 34220

Copy to: Mark P. Barnebey, Esquire
City Attorney
City of Palmetto
Post Office Box 1209
Palmetto, FL 34220

ASSOCIATION: Wayne Geoffrion, Chairman
Laguna Condominium Association, Inc.
606 Riviera Dunes Way, Unit 101
Palmetto, FL 34221

9. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, has authorized execution of same in the manner required by law and has granted signatory authority to the elected officials signing this Agreement.

10. This Agreement, pursuant to Section 163.01(11), Florida Statutes, shall be filed with the Clerk of the Circuit Court of Manatee County.

11. This Agreement has been prepared and shall be executed in duplicate originals. The effective date shall be the date upon which it is filed with the Clerk of the Circuit Court and shall be so noted on the originals. Thereafter, one (1) original shall be delivered to each of the parties.

IN WITNESS WHEREOF, the City Commission of the City of Palmetto, Florida, with a quorum present and voting, has authorized the approval and execution of this Agreement and the **ASSOCIATION**, by and through its Board of Directors, with a quorum present and voting, has authorized the approval and execution of this Agreement each, respectively, on the day, month and year as set forth below.

ATTEST: JAMES R. FREEMAN
CITY CLERK

CITY OF PALMETTO, FLORIDA BY AND
THROUGH ITS CITY COMMISSION

By: _____

By: _____
Shirley Groover Bryant, Mayor

DATED: _____, 2012

ATTEST:

LAGUNA RIVIERA CONDOMINIUM
ASSOCIATION, INC.

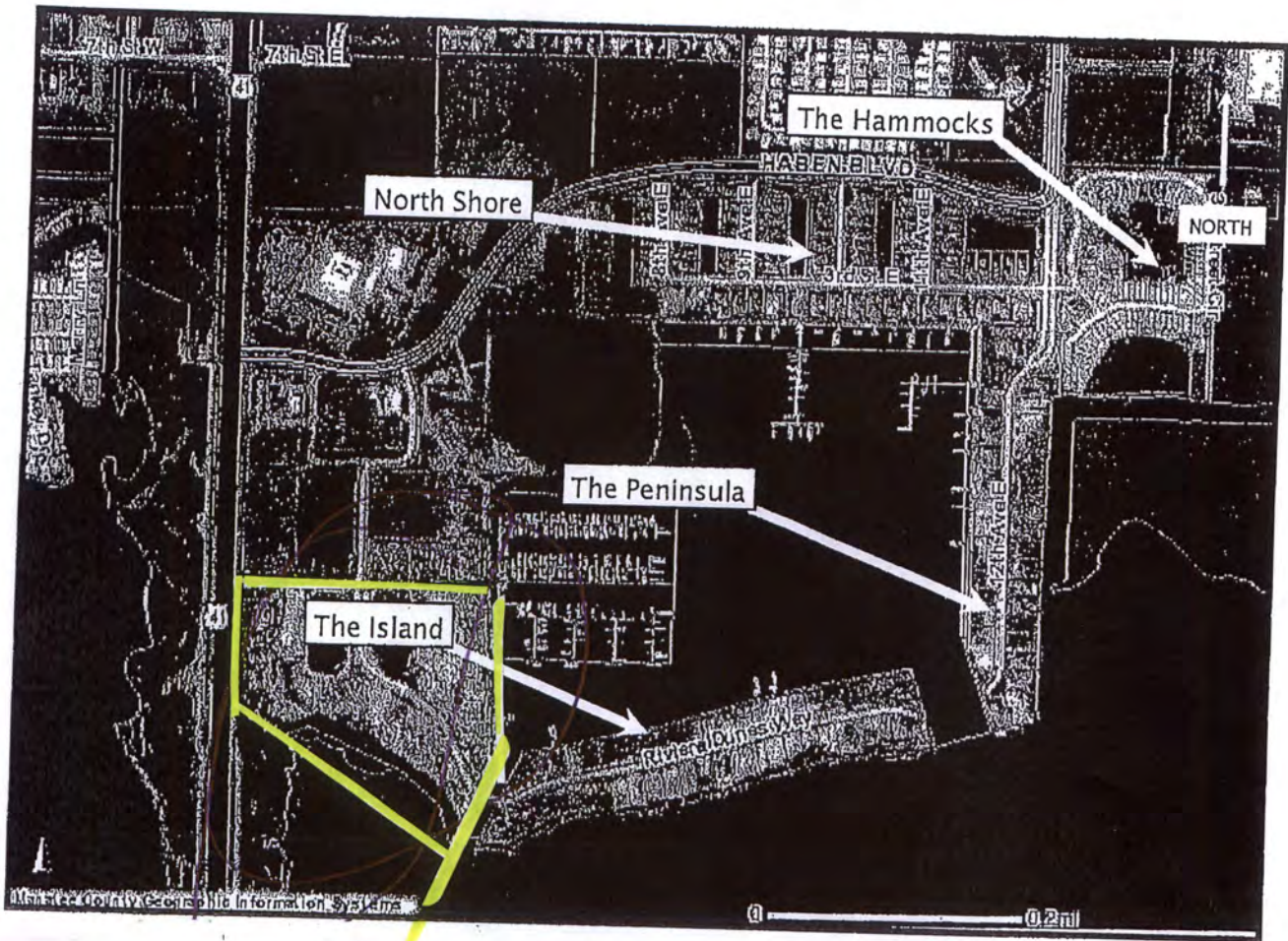
By: _____
Secretary

By: _____
Chairman

DATED: _____, 2012

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EXHIBIT 1



LAGUNA CONDOMINIUMS



LAGUNA

Laguna Riviera Condominium Association, Inc.
614 Riviera Dunes Way, Palmetto FL 34221

Board of Directors
March 22, 2012

(Excepted from the minutes of the Board of Directors Meeting March 22, 2012)

On March 22, 2012, Wayne Geoffrion (Resident) by Alexander Hall (Manager) Requested Palmetto City Commission to allow the city to enter into an agreement allowing the Police department to control traffic within the limited Roadways of Laguna Riviera Condominium Association Inc.

The Board discussed the merits of such an agreement and the emotional and destructive potential impact of having a resident or visitor injured or killed or property damage by the lack of vehicle law enforcement and jurisdiction regarding traffic control within the community roadway. It was agreed to enter into the agreement with the city the same as the other inter-local agreement with the Homes of Riviera Dunes.

Resolution:

Whereas the City of Palmetto and the Laguna Riviera Condominium Association Inc. have agreed to maintain safety on all roadways and whereas the association has made numerous complaints regarding property damage to the gates due to negligent vehicles, Be it resolved that the Board of Directors of Laguna Riviera Condominium Association Inc. unanimously endorse entering into an inter-local agreement with the City of Palmetto for the purpose of taking *traffic control jurisdiction* over the roads of the association.

The agreement will be signed by the association president.