

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007 Consent [] Regular
[] Workshop [] Public Hearing

Department: Engineering & Public Works Traffic Division
Submitted By: Engineering & Public Works
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to terminate the Interlocal Agreement with the Loxahatchee Groves Water Control District concerning a signage program dated January 5, 1993 (R-93-15-D).

Summary:

Palm Beach County entered into an Interlocal Agreement with Loxahatchee Groves Water Control District on January 5, 1993. In accordance with this Agreement, the County furnished standard traffic control signs and the District installed and maintained them. On March 30, 2007 the geographical territory of the District was incorporated into the Town of Loxahatchee Groves. In accordance with Florida Statute 316.006 (2), the new municipality has the original jurisdiction over all streets and highways located within its boundaries, except state roads, and may place and maintain any necessary standard traffic control devices on these streets and highways. As a result of the incorporation of the new town, the County no longer has the authority or responsibility to furnish or install traffic control devices on any streets or highways within the boundaries of the Town of Loxahatchee Groves.

District: 6 (M.R.E.)

Background and Justification: It was in the best interest of the residents of Palm Beach County to enter into the January 5, 1993 Agreement with the Loxahatchee Groves Water Control District to provide a safe roadway system. Similar agreements were entered into with other water control districts in the County. However, due to the March 30, 2007 incorporation of the Town of Loxahatchee Groves, the Agreement with the Loxahatchee Groves Water Control District became null because the new municipality assumed the traffic control jurisdiction over all the streets within its boundaries in accordance with Florida Statutes.

Attachments:

1. Location Sketch
2. Interlocal Governmental Agreement R 93-15

Recommended By: ma Jan Musby 07/27/07 *Walt*
Division Director Date

Approved By: Sy T. Walt 8/15/07
County Engineer Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	20010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes No

Budget Account No.:

Fund _____ Dept. _____ Unit _____ Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: R. D. Ward 7/30/07

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

The savings to the Traffic Division is undetermined at this time.

Jim Sm 8/21/07
OFMB
CN
8/16/07

Jim J. Joch 8/22/07
Contract Dev. and Control
8/21/07

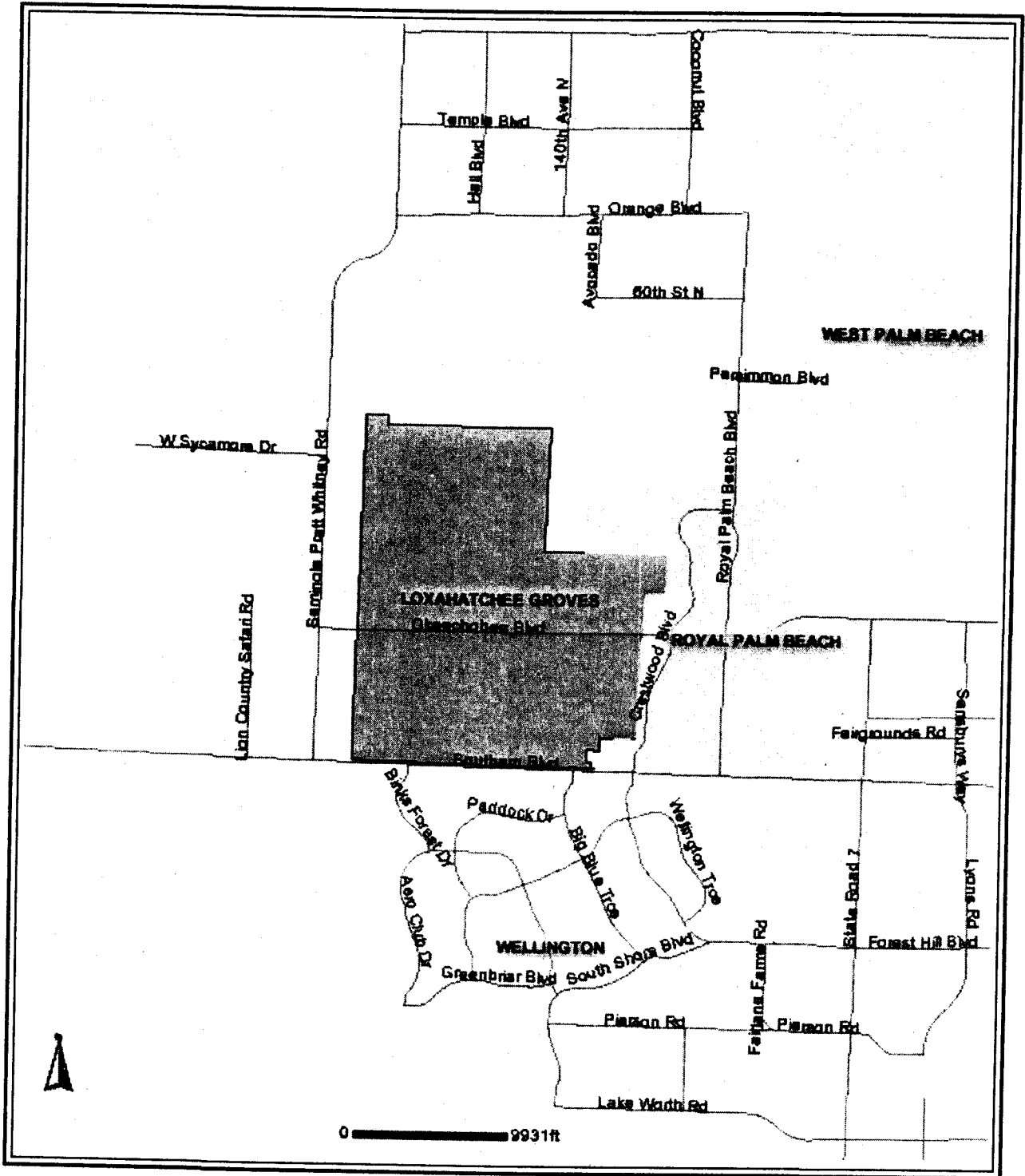
B. Legal Sufficiency:

Malcolm R. [Signature] 8/28/07
Assistant County Attorney

C. Other Department Review:

Department Director

(This summary is not to be used as a basis for payment.)



BOUNDARIES OF TOWN OF LOXHATCHEE GROVES

Map Scale 1:119172

Map produced on 7/27/2007

INTERLOCAL GOVERNMENTAL AGREEMENT

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THIS AGREEMENT is entered pursuant to Chapter 163, Florida Statutes, and made this ____ day of JAN 05 1993, 1997, by and between the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special taxing district created pursuant to Chapter 57-646, Laws of the State of Florida, hereinafter referred to as DISTRICT.

WHEREAS, the DISTRICT has the authority to construct and maintain roadways including the signage set forth herein; and

WHEREAS, it is in the interest of the residents of the area opened for development to provide such traffic signage; and

WHEREAS, the COUNTY is willing to accommodate the DISTRICT in the procurement of such signs; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes the COUNTY to enter into agreements with other governmental agencies for joint performance of authorized functions.

NOW, THEREFORE, for the mutual benefit of the DISTRICT and the COUNTY, and for the mutual representations and agreements contained herein, the COUNTY and the DISTRICT hereby agree as follows:

1. The COUNTY shall furnish the DISTRICT, at DISTRICT'S request based upon their knowledge of the area, sufficient traffic and street name signs to complete installation in accordance with standard traffic engineering practices as governed by the Manual on Uniform Traffic Control Devices. The COUNTY, however, shall not be required to furnish such signs which COUNTY determines are not warranted based upon the aforementioned traffic engineering standards.

2. The COUNTY shall not be required to provide electric signs or traffic devices.

3. The DISTRICT shall be responsible for providing a plan for the installation of signs. The COUNTY shall not be

1 required to provide design or engineering services for such
2 installation.

3 4. The DISTRICT shall install the signs in accordance
4 with the Manual on Uniform Traffic Control Devices.

5 5. The DISTRICT shall be responsible for the inspection
6 and maintenance of such signs.

7 6. The COUNTY shall furnish replacement signs for those
8 signs which are lost or destroyed upon request of the DISTRICT and
9 subject to COUNTY and DISTRICT budgets. The DISTRICT shall
10 maintain a "stockpile" of signs to avoid delay in the replacement
11 of signs which shall be provided by the COUNTY in advance and in an
12 amount determined to be reasonable by COUNTY.

13 7. All notices, requests, consents, and other
14 communications required or permitted under this Agreement shall be
15 in writing (including telex, facsimile or telegraphic
16 communication) and shall be (as elected by the person giving such
17 notice) hand-delivered by prepaid express overnight courier or
18 messenger service, telecommunicated, or mailed by registered or
19 certified mail (postage prepaid), return receipt requested, to the
20 following addresses:

21 As to DISTRICT: William H. Thrasner, Dist. Director
22 Loxahatchee Groves Water Control
23 District
24 P.O. Box 407
25 Loxahatchee, Florida 33470

26 As to COUNTY: Charles R. Walker, P.E., Acting
27 Assistant County Engineer
28 P.O. Box 21229
29 West Palm Beach, Florida 33416-1229

30 8. The DISTRICT agrees to allow the COUNTY to apply for
31 and accept any State and Federal grants, loans, or other programs,
32 which may become available to the COUNTY by virtue of the provision
33 of these signs by the COUNTY.

34 9. The COUNTY'S performance and obligations under this
35 Agreement are contingent upon an annual appropriation for its
36 purpose by the Board of County Commissioners.

1 10. This Agreement may be terminated by the DISTRICT or
2 COUNTY upon ninety (90) days formal written notice. In the event
3 of termination, the parties agree that the installed signs shall
4 remain at their respective locations; however, the "stockpile"
5 signs shall be returned to the COUNTY upon the COUNTY'S request.
6 11. To the extent permissible by law, the DISTRICT shall
7 indemnify and save harmless the COUNTY, its agents, servants,
8 officers, and employees from and against any and all claims,
9 liability, losses and/or causes of action which may arise from the
10 provision, installation, inspection, or maintenance of the signs
11 provided for herein.
12 Nothing contained herein, however, shall act as a waiver
13 of any of the immunities or defenses that EITHER PARTY may have
14 under Section 768.28, Florida Statutes.
15 IN WITNESS WHEREOF, the parties have hereunto set their
16 hands and seals this 9th day of November, 1992.

17 ATTEST: LOXAHATCHEE GROVES WATER CONTROL
18 DISTRICT
19 Deborah Castiglione By: George L. Hom
20 Chair
21 TITLE

22 ATTEST: PALM BEACH COUNTY, FLORIDA, BY
23 ITS BOARD OF COUNTY COMMISSIONERS
24 By: Robert J. Moran By: Mary McCarty
25 Deputy Clerk Chair
 JAN 0 5 1993

26 APPROVED AS TO FORM AND
27 LEGAL SUFFICIENCY
28 By: Maureen Coulter
29 County Attorney

R93 15 D