

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 22, 2019 [ ] Consent [X] Regular  
[ ] Ordinance [ ] Public Hearing

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

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** an interlocal agreement (Agreement) with the City of Westlake (City) for the transfer of traffic regulatory authority (Authority) from the City to Palm Beach County (County) for the segment of Seminole Pratt Whitney Road between East Sycamore Drive and 60th Street North.

**SUMMARY:** Seminole Pratt Whitney Road is a County owned road. Section 316.006 (2), Florida Statutes, gives original jurisdiction to chartered municipalities on all non-state roads within their jurisdictional boundaries. This agreement will transfer authority from the City to the County. The County will operate and maintain all traffic control devices on Seminole Pratt Whitney Road, including the traffic signals and the County Fire Station No. 22 signal. The City agrees to reimburse the County for reasonable costs associated with maintenance, including the costs of electricity. The terms of this agreement become effective upon execution by the County to September 30, 2023, and shall renew automatically every five years. District 6 (YBH)

**Background and Policy Issues:** The City has requested that the County maintain, operate, and control all traffic control devices and signals on this segment of Seminole Pratt Whitney Road, including the signal for Fire Station No. 22.

**Attachments:**

- 1. Location Map
- 2. Interlocal Agreement (3)

*Maryanne*  
Recommended By: YBH/TEL *ma [Signature]* 10/19/19

County Engineer

Date

Approved By: *[Signature]* 10/21/19

Assistant County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?                      Yes    No X  
 Does this item include the use of federal funds?    Yes    No X

**Budget Account No:**  
 Fund 1201    Dept 360    Unit 3220    Object Various

**Recommended Sources of Funds/Summary of Fiscal Impact:**  
 County Transportation Trust Fund  
 Traffic Operations

\*\*The fiscal impact of this item is indeterminable at this time. Maintenance and electricity costs will be budgeted in subsequent fiscal years, subject to BOCC approval.

C. Departmental Fiscal Review:           Alice Kovalainen          

**III. REVIEW COMMENTS**

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

          Robert Lawrence           10/9/19  
 KP 10/9 OFMB 10/9

          [Signature]           for           Dennis Jacobowitz            
 Contract Dev. and Control  
 10/18/19 FD

**B. Approved as to Form and Legal Sufficiency:**

          [Signature]           10/21/19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WESTLAKE PROVIDING FOR TRAFFIC CONTROL JURISDICTION FOR CERTAIN AREAS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF WESTLAKE BY PALM BEACH COUNTY.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

THE CITY OF WESTLAKE, a Florida municipal corporation organized and existing under the laws of the State of Florida, whose permanent address is 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470 (CITY); and

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY). The CITY and the COUNTY are collectively referred to as PARTIES.

WITNESSETH:

**WHEREAS**, the CITY was incorporated on June 20, 2016; and

**WHEREAS**, the health, safety, and welfare of the residents of both the CITY and the COUNTY will best be served by the COUNTY providing certain governmental services; and

**WHEREAS**, Section 316.006 (2)(C), Florida Statutes, provides that the CITY may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority over areas within the CITY to the COUNTY; and

**WHEREAS**, the PARTIES agree to transfer traffic regulatory authority over Seminole Pratt Whitney Road, within municipal boundary of the CITY (SEMINOLE PRATT) to the COUNTY; and

**WHEREAS**, the PARTIES agree to transfer traffic regulatory authority over the traffic signal at Town Center Parkway South and Palm Beach County Fire Station No. 22 (PBC FIRE STATION SIGNAL) to the COUNTY; and

**WHEREAS**, the COUNTY is authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, this AGREEMENT evidences the intentions of the respective PARTIES to cooperate with each other in furtherance of the public's interest; and

**WHEREAS**, the CITY and the COUNTY believe the public's interest will be best served by the PARTIES entering into this AGREEMENT,

**NOW, THEREFORE**, in consideration of the mutual obligations and undertakings described below, the PARTIES do hereby agree as follows:

The above recitations are true and correct and incorporated herein.

## **ARTICLE I.**

### **GENERAL CONDITIONS**

It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provision of the CITY and not specifically transferred to the COUNTY hereunder shall be retained by the CITY. It is further understood and agreed that the CITY is not transferring any of its traffic enforcement functions, rights, and duties by the execution of this AGREEMENT, and the CITY shall fully retain such traffic enforcement functions, rights and enforcement of the CITY traffic ordinances or state traffic statutes.

#### **1. PURPOSE OF AGREEMENT**

This AGREEMENT is for the purpose of the CITY contracting with the COUNTY to provide several public services for the CITY, more particularly set forth in Article II hereof.

#### **2. INDEMNIFICATION**

The CITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the CITY. The CITY's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes § 768.28 be waived. The PARTIES to the 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.

#### **3. INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), the CITY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this AGREEMENT.

#### **4. TERMS OF CONTRACT**

This AGREEMENT shall be in effect to September 30, 2023, and shall be automatically renewed thereafter every five years (October 1 to September 30), unless either Party hereto shall

notify the other in writing of the Party's desire to terminate all or part of this AGREEMENT six (6) months prior to the expiration of the then existing term. This AGREEMENT shall not be terminated except at the expiration of the contract term or at the expiration of any renewal terms unless agreed upon in writing sixty (60) days in advance by both PARTIES. If neither Party gives notice of its intent to terminate, the PARTIES shall negotiate the terms of any revisions to the renewal. In the event the terms of renewal are not agreed to, this AGREEMENT remains in force with the existing terms.

**5. ADOPTION OF ORDINANCES**

The CITY shall adopt all ordinances necessary to effectuate this AGREEMENT.

**6. NOTICE**

All notices required to be given under this AGREEMENT shall be deemed sufficient to each Party when delivered by United States Mail to the following:

COUNTY	CITY
Name: Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director, Palm Beach County Engineering and Public Works Department	Name: Roger Manning, Mayor City of Westlake, Florida
Address: P.O. Box 21229	Address: 4001 Seminole Pratt Whitney Road
City, State, Zip: West Palm Beach, FL 33416-1229	City, State, Zip: Westlake, FL 33470

**7. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of COUNTY or CITY officers.

**8. ANNUAL APPROPRIATION**

Each Party's performance and obligation to pay under this AGREEMENT is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**9. AMENDMENTS**

This AGREEMENT may be amended only by formal action of the Board of County Commissioners of COUNTY and the City Council of the CITY.

**10. REMEDIES**

This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be filed in Palm Beach County, Florida.

**11. EFFECTIVE DATE**

The provisions of this AGREEMENT shall become effective upon the execution of this AGREEMENT by both PARTIES.

**12. EXECUTION OF AGREEMENT**

This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**13. FILING**

A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

**14. PAYMENT FOR SERVICES**

CITY agrees to reimburse the COUNTY for COUNTY's reasonable costs related to the performance of services provided in this AGREEMENT, including but not limited to, costs for electric service. CITY shall make payments within thirty (30) days from the date of the COUNTY's invoice.

**15. MAST ARMS PAINT**

For traffic signal mast arms that are within CITY's boundaries on Seminole Pratt Whitney Road ("Mast Arms"), CITY desires that Mast Arms be painted black. At all times, CITY shall paint and maintain in good condition the black paint of the Mast Arms. In the event that maintenance of the paint for any of the Mast Arms is transferred to COUNTY, CITY shall apply for COUNTY approval of the transfer. COUNTY approval of the transfer is subject to, but is not limited to, requiring CITY to apply a galvanized finish or another COUNTY-approved color to replace the black paint and a final inspection of the finish or paint.

**16. PUBLIC RECORDS**

The CITY shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT.

**17. NON-DISCRIMINATION**

The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County Resolution R-2017-1770, as amended.

**18. INSPECTOR GENERAL**

The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 — 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 — 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**19. THIRD PARTY BENEFICIARY**

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the CITY.

**ARTICLE II.**

**TRAFFIC CONTROL JURISDICTION FOR SEMINOLE PRATT WHITNEY ROAD AND  
PBC FIRE STATION SIGNAL**

1. A. COUNTY agrees to accept the transfer of traffic regulatory authority (AUTHORITY) for SEMINOLE PRATT, including AUTHORITY over all traffic control devices on SEMINOLE PRATT, and AUTHORITY over PBC FIRE STATION SIGNAL. Upon mutual agreement of both PARTIES, this AGREEMENT may be amended to add AUTHORITY for other traffic control devices or roadways.

B. To protect the welfare of the public, COUNTY's AUTHORITY for SEMINOLE PRATT includes the following functions:

- (1) Install, remove, modify, upgrade, and maintain all signs necessary to govern traffic;
- (2) Maintain, operate, modify, and upgrade existing traffic signals, warning flashers, and school zone flashers;
- (3) Install traffic signals, warning flashers, and school zone flashers, where warranted, as determined by the County Engineer;
- (4) Remove existing traffic signals, warning flashers, and school zone flashers, where warranted, as determined by the County Engineer;
- (5) Establish turn lanes where justified;
- (6) Prohibit or restrict traffic movements including left, right and U-turns;
- (7) Install, remove, modify, upgrade, and maintain traffic markings, including crosswalks, safety zones and traffic lane striping;
- (8) Establish no-parking, no-standing, and no-stopping regulations;
- (9) Establish emergency and experimental regulations;
- (10) Establish on-street truck and passenger loading zones;



- (11) Establish speed limits;
- (12) Establish no-passing zones;
- (13) Establish traffic control guidelines for all roadway construction operations;
- (14) Establish bridge loading restrictions; and
- (15) Establish truck route restrictions.

COUNTY shall perform the above-describe functions and duties, and such ministerial tasks as it deems appropriate.

2. Subject to budgetary, financial, and policy considerations, COUNTY agrees to implement all reasonable written requests of the CITY promulgated by Resolution of CITY Council for the installation, retention, or removal of traffic control devices included in this AGREEMENT. COUNTY further agrees to consider all reasonable requests of the CITY with regard to any of the duties and functions specified in ARTICLE II.1 above, as long as such requests are in accord with the Manual on Uniform Traffic Control Devices for Streets and Highways and specifications of the Florida Department of Transportation and commonly accepted standards of traffic engineering.


3. In the event of cancellation of this AGREEMENT, the PARTIES agree that all traffic signals on SEMINOLE PRATT and the PBC FIRE STATION SIGNAL shall remain at their respective locations.

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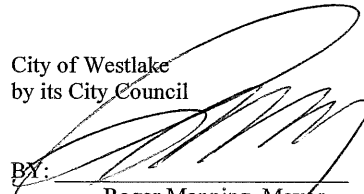
IN WITNESS WHEREOF, PALM BEACH COUNTY, Florida, has caused this Interlocal Agreement to be executed by the Mayor of the COUNTY and the seal of its Board of County Commissioners to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board; and the CITY OF WESTLAKE, Florida, has caused this Interlocal Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the CITY's Clerk, the date and year first written above.

**ATTEST:**

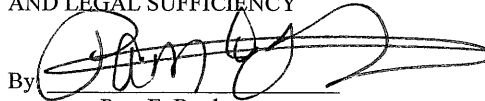
City of Westlake City Clerk

BY:   
Sandra DeMarco

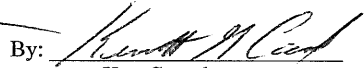
City of Westlake  
by its City Council

BY:   
Roger Manning, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Pam E. Booker  
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Ken Cassel  
City Manager

**ATTEST:**

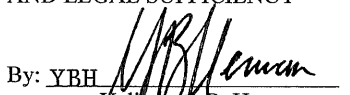
Sharon R. Bock  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

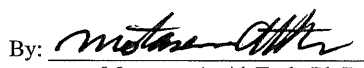
Palm Beach County, Florida  
by its Board of County Commissioners

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: YBH   
Yelzaveta B. Herman  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CINDITIONS

By:   
Motasem A. Al-Turk, Ph.D.  
Traffic Division Director

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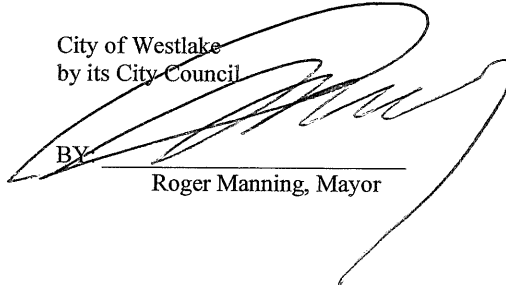
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**ATTEST:**

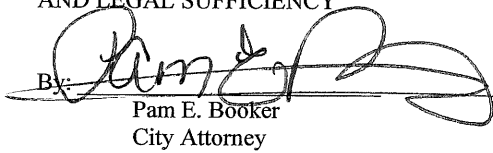
City of Westlake City Clerk

BY:   
Sandra DeMarco

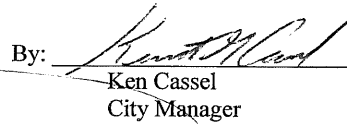
City of Westlake  
by its City Council

BY:   
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APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Pam E. Booker  
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Ken Cassel  
City Manager

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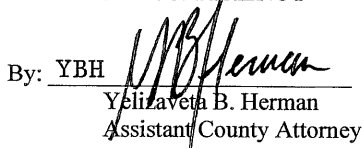
Sharon R. Bock  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

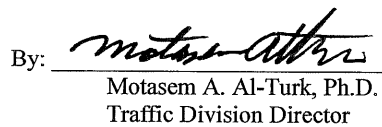
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APPROVED AS TO FORM  
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Yelizaveta B. Herman  
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APPROVED AS TO TERMS  
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Traffic Division Director



INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WESTLAKE PROVIDING FOR TRAFFIC CONTROL JURISDICTION FOR CERTAIN AREAS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF WESTLAKE BY PALM BEACH COUNTY.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between:

THE CITY OF WESTLAKE, a Florida municipal corporation organized and existing under the laws of the State of Florida, whose permanent address is 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470 (CITY); and

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY). The CITY and the COUNTY are collectively referred to as PARTIES.

WITNESSETH:

**WHEREAS**, the CITY was incorporated on June 20, 2016; and

**WHEREAS**, the health, safety, and welfare of the residents of both the CITY and the COUNTY will best be served by the COUNTY providing certain governmental services; and

**WHEREAS**, Section 316.006 (2)(C), Florida Statutes, provides that the CITY may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority over areas within the CITY to the COUNTY; and

**WHEREAS**, the PARTIES agree to transfer traffic regulatory authority over Seminole Pratt Whitney Road, within municipal boundary of the CITY (SEMINOLE PRATT) to the COUNTY; and

**WHEREAS**, the PARTIES agree to transfer traffic regulatory authority over the traffic signal at Town Center Parkway South and Palm Beach County Fire Station No. 22 (PBC FIRE STATION SIGNAL) to the COUNTY; and

**WHEREAS**, the COUNTY is authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, this AGREEMENT evidences the intentions of the respective PARTIES to cooperate with each other in furtherance of the public's interest; and

**WHEREAS**, the CITY and the COUNTY believe the public's interest will be best served by the PARTIES entering into this AGREEMENT,

**NOW, THEREFORE**, in consideration of the mutual obligations and undertakings described below, the PARTIES do hereby agree as follows:

The above recitations are true and correct and incorporated herein.

## **ARTICLE I.**

### **GENERAL CONDITIONS**

It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provision of the CITY and not specifically transferred to the COUNTY hereunder shall be retained by the CITY. It is further understood and agreed that the CITY is not transferring any of its traffic enforcement functions, rights, and duties by the execution of this AGREEMENT, and the CITY shall fully retain such traffic enforcement functions, rights and enforcement of the CITY traffic ordinances or state traffic statutes.

#### **1. PURPOSE OF AGREEMENT**

This AGREEMENT is for the purpose of the CITY contracting with the COUNTY to provide several public services for the CITY, more particularly set forth in Article II hereof.

#### **2. INDEMNIFICATION**

The CITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the CITY. The CITY's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes § 768.28 be waived. The PARTIES to the 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.

#### **3. INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), the CITY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this AGREEMENT.

#### **4. TERMS OF CONTRACT**

This AGREEMENT shall be in effect to September 30, 2023, and shall be automatically renewed thereafter every five years (October 1 to September 30), unless either Party hereto shall

notify the other in writing of the Party's desire to terminate all or part of this AGREEMENT six (6) months prior to the expiration of the then existing term. This AGREEMENT shall not be terminated except at the expiration of the contract term or at the expiration of any renewal terms unless agreed upon in writing sixty (60) days in advance by both PARTIES. If neither Party gives notice of its intent to terminate, the PARTIES shall negotiate the terms of any revisions to the renewal. In the event the terms of renewal are not agreed to, this AGREEMENT remains in force with the existing terms.

**5. ADOPTION OF ORDINANCES**

The CITY shall adopt all ordinances necessary to effectuate this AGREEMENT.

**6. NOTICE**

All notices required to be given under this AGREEMENT shall be deemed sufficient to each Party when delivered by United States Mail to the following:

COUNTY	CITY
Name: Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director, Palm Beach County Engineering and Public Works Department	Name: Roger Manning, Mayor City of Westlake, Florida
Address: P.O. Box 21229	Address: 4001 Seminole Pratt Whitney Road
City, State, Zip: West Palm Beach, FL 33416-1229	City, State, Zip: Westlake, FL 33470

**7. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of COUNTY or CITY officers.

**8. ANNUAL APPROPRIATION**

Each Party's performance and obligation to pay under this AGREEMENT is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**9. AMENDMENTS**

This AGREEMENT may be amended only by formal action of the Board of County Commissioners of COUNTY and the City Council of the CITY.

**10. REMEDIES**

This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be filed in Palm Beach County, Florida.

**11. EFFECTIVE DATE**

The provisions of this AGREEMENT shall become effective upon the execution of this AGREEMENT by both PARTIES.

**12. EXECUTION OF AGREEMENT**

This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**13. FILING**

A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

**14. PAYMENT FOR SERVICES**

CITY agrees to reimburse the COUNTY for COUNTY's reasonable costs related to the performance of services provided in this AGREEMENT, including but not limited to, costs for electric service. CITY shall make payments within thirty (30) days from the date of the COUNTY's invoice.

**15. MAST ARMS PAINT**

For traffic signal mast arms that are within CITY's boundaries on Seminole Pratt Whitney Road ("Mast Arms"), CITY desires that Mast Arms be painted black. At all times, CITY shall paint and maintain in good condition the black paint of the Mast Arms. In the event that maintenance of the paint for any of the Mast Arms is transferred to COUNTY, CITY shall apply for COUNTY approval of the transfer. COUNTY approval of the transfer is subject to, but is not limited to, requiring CITY to apply a galvanized finish or another COUNTY-approved color to replace the black paint and a final inspection of the finish or paint.

**16. PUBLIC RECORDS**

The CITY shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT\_

**17. NON-DISCRIMINATION**

The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County Resolution R-2017-1770, as amended.

**18. INSPECTOR GENERAL**

The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 — 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 — 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**19. THIRD PARTY BENEFICIARY**

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the CITY.

**ARTICLE II.**

**TRAFFIC CONTROL JURISDICTION FOR SEMINOLE PRATT WHITNEY ROAD AND  
PBC FIRE STATION SIGNAL**

1. A. COUNTY agrees to accept the transfer of traffic regulatory authority (AUTHORITY) for SEMINOLE PRATT, including AUTHORITY over all traffic control devices on SEMINOLE PRATT, and AUTHORITY over PBC FIRE STATION SIGNAL. Upon mutual agreement of both PARTIES, this AGREEMENT may be amended to add AUTHORITY for other traffic control devices or roadways.

B. To protect the welfare of the public, COUNTY's AUTHORITY for SEMINOLE PRATT includes the following functions:

- (1) Install, remove, modify, upgrade, and maintain all signs necessary to govern traffic;
- (2) Maintain, operate, modify, and upgrade existing traffic signals, warning flashers, and school zone flashers;
- (3) Install traffic signals, warning flashers, and school zone flashers, where warranted, as determined by the County Engineer;
- (4) Remove existing traffic signals, warning flashers, and school zone flashers, where warranted, as determined by the County Engineer;
- (5) Establish turn lanes where justified;
- (6) Prohibit or restrict traffic movements including left, right and U-turns;
- (7) Install, remove, modify, upgrade, and maintain traffic markings, including crosswalks, safety zones and traffic lane striping;
- (8) Establish no-parking, no-standing, and no-stopping regulations;
- (9) Establish emergency and experimental regulations;
- (10) Establish on-street truck and passenger loading zones;

- (11) Establish speed limits;
- (12) Establish no-passing zones;
- (13) Establish traffic control guidelines for all roadway construction operations;
- (14) Establish bridge loading restrictions; and
- (15) Establish truck route restrictions.

COUNTY shall perform the above-describe functions and duties, and such ministerial tasks as it deems appropriate.

2. Subject to budgetary, financial, and policy considerations, COUNTY agrees to implement all reasonable written requests of the CITY promulgated by Resolution of CITY Council for the installation, retention, or removal of traffic control devices included in this AGREEMENT. COUNTY further agrees to consider all reasonable requests of the CITY with regard to any of the duties and functions specified in ARTICLE II.1 above, as long as such requests are in accord with the Manual on Uniform Traffic Control Devices for Streets and Highways and specifications of the Florida Department of Transportation and commonly accepted standards of traffic engineering.

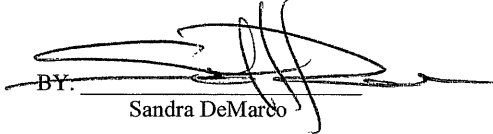
3. In the event of cancellation of this AGREEMENT, the PARTIES agree that all traffic signals on SEMINOLE PRATT and the PBC FIRE STATION SIGNAL shall remain at their respective locations.

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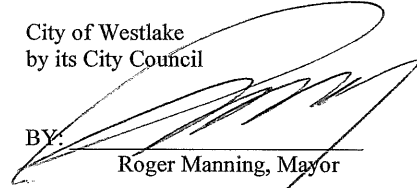
IN WITNESS WHEREOF, PALM BEACH COUNTY, Florida, has caused this Interlocal Agreement to be executed by the Mayor of the COUNTY and the seal of its Board of County Commissioners to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board; and the CITY OF WESTLAKE, Florida, has caused this Interlocal Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the CITY's Clerk, the date and year first written above.

**ATTEST:**

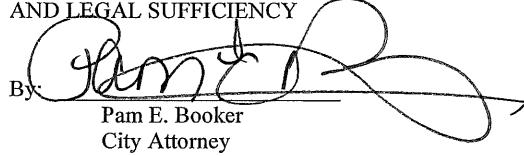
City of Westlake City Clerk

BY:   
Sandra DeMarco

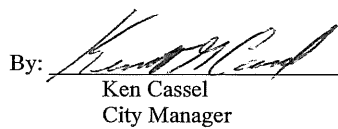
City of Westlake  
by its City Council

BY:   
Roger Manning, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Pam E. Booker  
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Ken Cassel  
City Manager

**ATTEST:**

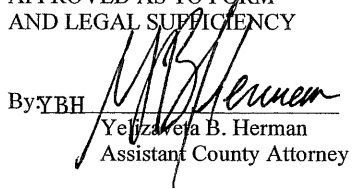
Sharon R. Bock  
Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

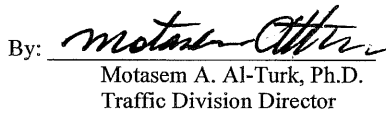
Palm Beach County, Florida  
by its Board of County Commissioners


By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: YBH   
Yelzawera B. Herman  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CINDITIONS

By:   
Motasem A. Al-Turk, Ph.D.  
Traffic Division Director

<b>CERTIFICATE OF COVERAGE</b>		<b>ISSUED ON: 10/18/2019</b>	
COVERAGE PROVIDED BY: <b>PREFERRED GOVERNMENTAL INSURANCE TRUST</b>			
PACKAGE AGREEMENT NUMBER: PK FL1 0502042 19-05		COVERAGE PERIOD: 10/01/2019 TO 10/01/2020 12:01 AM	
<b>COVERAGES:</b> This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.			
Mail to: Certificate Holder Palm Beach County 301 N. Olive Avenue West Palm Beach , FL 33401		<i>Designated Member</i> City of Westlake c/o Inframark Infrastructure Management Services 210 N. University Drive, Suite 702 Coral Springs , FL 33071	
<b>LIABILITY COVERAGE</b> <input checked="" type="checkbox"/> <b>Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:</b> Limit \$1,000,000 \$0 Deductible <input checked="" type="checkbox"/> <b>Employee Benefits Liability</b> Limit \$1,000,000 \$0 Deductible <input checked="" type="checkbox"/> <b>Employment Practices Liability</b> Limit \$1,000,000 \$2,500 Deductible <input checked="" type="checkbox"/> <b>Public Officials Liability</b> Limit \$1,000,000 \$2,500 Deductible <b>Law Enforcement Liability</b> Limit Deductible		<b>WORKERS' COMPENSATION COVERAGE</b> <b>WC AGREEMENT NUMBER:</b>  <b>Self Insured Workers' Compensation</b>  <b>Statutory Workers' Compensation</b>  <b>Employers Liability</b> \$ Each Accident \$ By Disease \$ Aggregate Disease	
<b>PROPERTY COVERAGE</b> <b>Buildings &amp; Personal Property</b> Limit: Per schedule on file with Trust Deductible <i>Note: See coverage agreement for wind, flood, and other deductibles.</i> <input checked="" type="checkbox"/> <b>Rented, Borrowed and Leased Equipment</b> Limit: \$ 24,000 TIV See Schedule for Deductible <b>Total All other Inland Marine</b> Limit: \$ 0 TIV See Schedule for Deductible		<b>AUTOMOBILE COVERAGE</b> <input checked="" type="checkbox"/> <b>Automobile Liability</b> Limit \$1,000,000 \$0 Deductible All Owned Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos  <b>Automobile Physical Damage</b> Comprehensive See Schedule for Deductible Collision See Schedule for Deductible Hired Auto with limit of  <b>Garage Keepers</b> Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible	
<b>CRIME COVERAGE</b> <b>Employee Dishonesty</b> Limit Deductible <b>Forgery or Alteration</b> Limit Deductible <b>Theft Disappearance &amp; Destruction</b> Limit Deductible <b>Computer Fraud</b> Limit Deductible			
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.			
Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy): Certificate of Insurance issued with respect to the Interlocal Agreement.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.			
Administrator <b>Public Risk Underwriters®</b> <b>P.O. Box 958455</b> <b>Lake Mary, FL 32795-8455</b>		CANCELLATIONS SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.	
Producer Public Risk Insurance Advisors  220 South Ridgewood Avenue, Suite 210 ,  Daytona Beach , FL 32114		 AUTHORIZED REPRESENTATIVE	
PGIT-CERT (1/19) PRINT FORM		10/18/2019	





10/18/2019

**Palm Beach County  
301 N. Olive Avenue  
West Palm Beach , FL , 33401**

**Re: Coverage Agreement - PK FL1 0502042 19-05  
City of Westlake  
Effective Date: 10/01/2019 TO 10/01/2020**

**To Whom It May Concern:**

**Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.**

**Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.**

**We appreciate your understanding.**

**Margaret E. Gross, CPCU  
Director of Underwriting**

*\*\*If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.\*\**

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Administered by PUBLIC RISK UNDERWRITERS  
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489