

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	August 25, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> 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:

A) adopt a Resolution to approve a highway maintenance memorandum of agreement (HMMOA) with the Florida Department of Transportation (FDOT) for the installation of a decorative street lighting system along Australian Avenue from West 1st Street to West Blue Heron Boulevard (Project);

B) approve the HMMOA with the FDOT for the Project; and

C) approve an interlocal agreement with the City of Riviera Beach (City) to assign ownership, operation, and maintenance responsibility of the Project to the City.

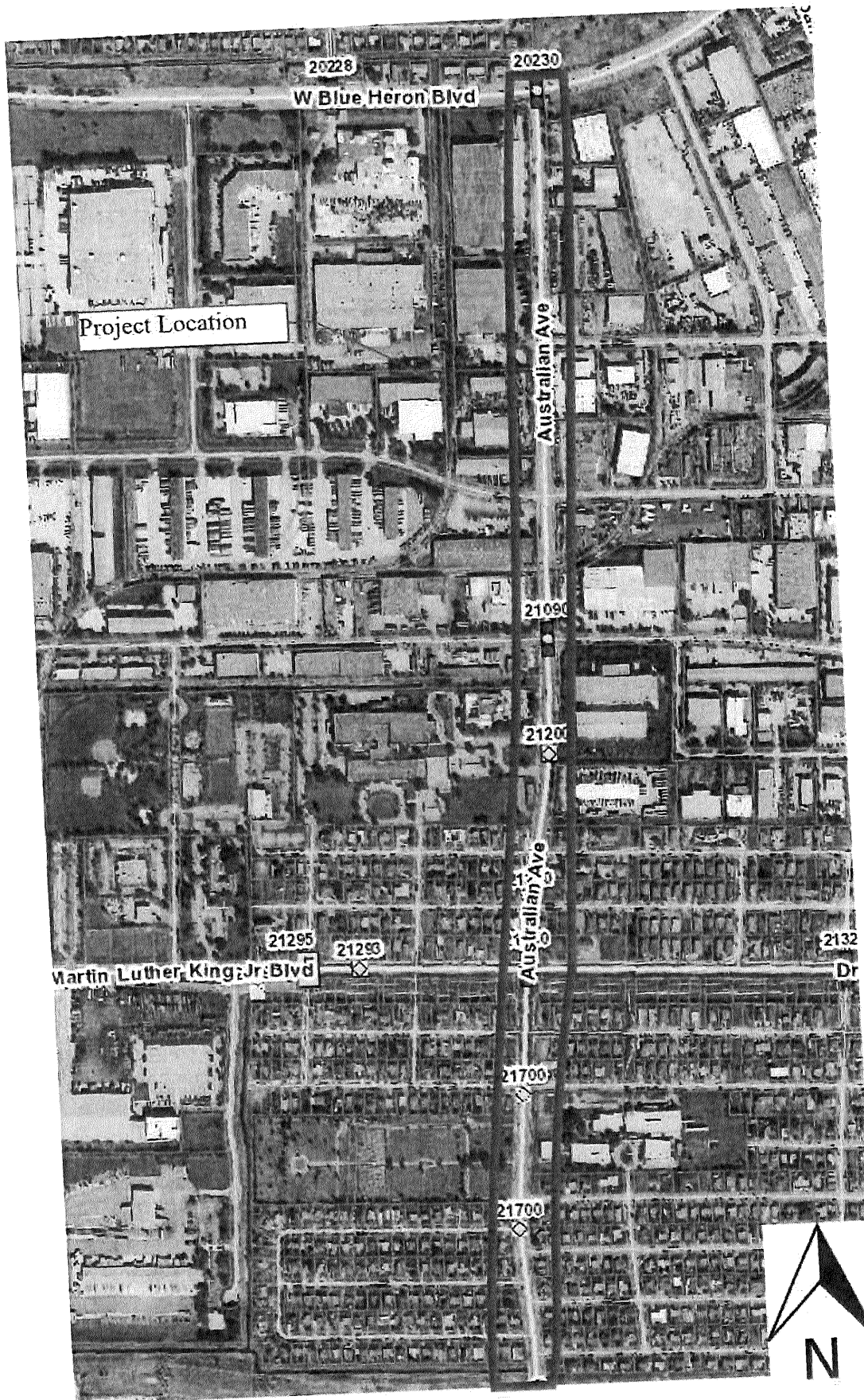
SUMMARY: Adoption of this Resolution and approval of the HMMOA will support the FDOT’s installation of the Project. The Project will be completed by FDOT and will be constructed in Palm Beach County (County) right-of-way (ROW). The HMMOA is required to provide authority to the FDOT to construct the Project within the County’s ROW. Construction shall be funded by FDOT at an estimated cost of \$3,200,000. The County will have no financial obligations for the Project. Upon completion of the Project, ownership, operation, and maintenance responsibility will be assigned to the City. The City shall apply for a ROW permit from the County prior to any and all maintenance and operation of the Project. District 7 (YBH)

Background and Justification: FDOT requires execution of the HMMOA to provide authority for FDOT to construct improvements in the County’s ROW. As the entire Project is located within the City’s municipal limits and County policy does not allow for maintenance of street lighting within municipalities, the City has agreed to own, operate, and maintain the Project. The County requires the City to enter into this interlocal agreement, as well as, acquire a ROW permit from the County. All expenses not covered by FDOT will be the responsibility of the City. The County will have no financial obligations for the Project.

Attachments:

1. Location Sketch
2. Resolution (5)
3. HMMOA with Exhibit A (5)
4. Interlocal Agreement with Exhibit A (5)

	<i>MEL</i>	
Recommended By:	<u><i>David J. Ted</i></u> County Engineer	<u>29 JULY 2020</u> Date
Approved By:	<u><i>Pace</i></u> Assistant County Administrator	<u>8/6/20</u> Date



Impact Fee Zone 1 & 2

RESOLUTION NO. 2020-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION OF DECORATIVE STREET LIGHTING ON AUSTRALIAN AVENUE FROM W 1ST STREET TO W BLUE HERON BOULEVARD.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct a decorative street lighting system on Australian Avenue from W 1st Street to W Blue Heron Boulevard (PROJECT), within the municipal limits of the City of Riviera Beach (CITY); and

WHEREAS, Australian Avenue within the municipal limits of the CITY is a Palm Beach County (COUNTY) right-of-way; and

WHEREAS, the FDOT will be responsible for funding the PROJECT; and

WHEREAS, the FDOT requires the COUNTY to enter into a Highway Maintenance Memorandum of Agreement (HMMA) outlining the responsibilities of each party with respect to the PROJECT; and

WHEREAS, by interlocal agreement and right-of-way permit from the COUNTY, the CITY shall maintain full responsibility, in perpetuity, for the ownership, operation, and maintenance of all street lighting components of the street lighting system including, but not limited to, relocation or removal; and

WHEREAS, the Board of County Commissioners has determined the execution of the HMMA is in the best interest of the citizens and residents of the COUNTY.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Mayor is hereby authorized to execute the HMMA.

1. The foregoing recitals are true and correct and are incorporated herein.
2. The COUNTY hereby supports the FDOT's construction of the PROJECT.
3. The CITY shall own, operate and maintain the PROJECT after construction in perpetuity.
4. This Resolution shall take effect upon its adoption.

(Intentionally Left Blank)

The foregoing Resolution was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- District 3: Dave Kerner, Mayor -
- District 4: Robert S. Weinroth, Vice Mayor -
- District 1: Hal R. Valeche -
- District 2: Gregg K. Weiss -
- District 5: Mary Lou Berger -
- District 6: Melissa McKinlay -
- District 7: Mack Bernard -

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2020.

PALM BEACH COUNTY, FLORIDA
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

SHARON R. BOCK, CLERK &
COMPTROLLER

BY: YBH/TEL
Yelizaveta B. Herman
Assistant County Attorney

BY: _____
Deputy Clerk

SECTION No.: 93025502
FM No.: 438384-1
AGENCY: Palm Beach County
C.R. No.: 704 A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and Palm Beach County, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY** collectively referred to as Parties.

WITNESSETH:

WHEREAS, the **AGENCY** has jurisdiction over Australian Avenue, as part of the County roadway system from W 1st Street to Blue Heron Blvd.; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the **DEPARTMENT** is authorized to undertake projects within the **AGENCY**'s geographical limits and the **AGENCY** agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the **AGENCY** to maintain the project; and

WHEREAS, pursuant to such authority, the **DEPARTMENT** and the **AGENCY** agrees to have the **DEPARTMENT** construct certain improvements more particularly described as Financial Project ID 438384-1, which involves decorative street lighting; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the **DEPARTMENT** may not spend state funds for off-system projects; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the **DEPARTMENT** will proceed to construct the Project; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2021, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2019-20, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2021, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes maintaining pedestrian crosswalks and curb ramps, decorative street lighting, and incidental sidewalk replacement. The Department shall give the AGENCY ten (10) days' notice before final acceptance.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. The AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference at its own expense; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to comply with said request.
- a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
11. E-verify requirements: The AGENCY:
- shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
 - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction Plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
13. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2021), as amended, applicable to this Project:
- "Cause Palm Beach County to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract."
14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

15. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.

16. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

EXECUTED by COUNTY this _____ day of _____, 20_____.

(COUNTY Seal)

ATTEST:

Sharon R. Bock
Clerk & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, by and through its BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: ybh /s/ Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

By: Motsem Al-Turk
Motsem A. Al-Turk, PhD, P.E.
Traffic Division Director

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20_____

Approval :

Office of the General Counsel (Date)

SECTION No.: 93025502
FM No.: 438384-1
AGENCY: Palm Beach County
C.R. No.: 704 A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the County's existing right-of-way.

Summary of Work

Proposed improvements along Australian Avenue from W 1st Street to SR-708/Blue Heron Boulevard, with a focus on new roadway decorative lighting.

Lighting

- New concrete light poles with decorative fixtures will be installed in both directions along Australian Avenue from W 1st Street to Blue Heron Blvd.

ADA

- Modified curb ramps are proposed at locations where existing curb ramps are deemed unsafe. New detectable warning surfaces (DWS) are proposed at existing ramp locations where DWS are missing or sub-standard. Crosswalk striping and ramp modifications are proposed near W 4th Street intersection.

Sidewalk

- Incidental sidewalk replacement will be required due to installation of decorative light poles.

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR THE OWNERSHIP, OPERATION AND MAINTENANCE OF A DECORATIVE STREET LIGHTING SYSTEM ON AUSTRALIAN AVENUE

THIS INTERLOCAL AGREEMENT FOR THE OWNERSHIP, OPERATION AND MAINTENANCE OF A DECORATIVE STREET LIGHTING SYSTEM ON AUSTRALIAN AVENUE (AGREEMENT) is made and entered into this _____ day of _____, 20__ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**), and the City of Riviera Beach (**CITY**), a municipal corporation of the State of Florida (individually Party and collectively Parties).

WITNESSETH:

WHEREAS, **COUNTY** and the **CITY** are authorized to enter into this **AGREEMENT** pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the **CITY** desires the Florida Department of Transportation (**FDOT**) to construct certain improvements more particularly described as Financial Project ID 438384-1-52-01, which involves decorative street lighting on Australian Avenue from W 1st Street to W Blue Heron Boulevard (**PROJECT**); and

WHEREAS, the **CITY** is responsible for installing and maintaining all street lighting within its municipal limits; and

WHEREAS, Australian Avenue from W 1st Street to W Blue Heron Boulevard is within the municipal limits of the **CITY** and is a **COUNTY** maintained right-of-way; and

WHEREAS, the **FDOT** requires **COUNTY** to enter into a Highway Maintenance Memorandum of Agreement (**HMMOA**) outlining the responsibilities of the **FDOT** and **COUNTY** with respect to the **PROJECT**, which **HMMOA** is incorporated by reference herein as **Exhibit "A"**; and

WHEREAS, the **FDOT** will be responsible for the funding and construction of the **PROJECT** pursuant to the **HMMOA**; and

WHEREAS, after completion of the **PROJECT**, the **CITY** shall be responsible for maintaining the decorative street lighting as required by the **HMMOA**; and

WHEREAS, pursuant to this **AGREEMENT**, **COUNTY** has agreed to assign and deliver to the **CITY**, and the **CITY** has agreed to accept and assume from **COUNTY**, those portions of the **HMMOA** related solely to the maintenance of the decorative street lighting component of the **PROJECT** (Street Lighting), including all rights, claims, interests, and obligations with respect thereto.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the Parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. **COUNTY** hereby conveys, transfers, and assigns its rights, duties and obligations in, to, and under the **HMMOA** pertaining to the maintenance of the Street Lighting and the **CITY** hereby assumes all rights, duties and obligations required of **COUNTY** in, to, and under the **HMMOA**, including all required payments, related to the maintenance of the Street Lighting.
3. The **CITY** shall be responsible for any and all additional costs associated with the **PROJECT**, such as any and all costs determined to be Federal Aid Non-Participating.
4. **COUNTY**, under no circumstances, shall incur any cost as a result of or related to the **PROJECT**.
5. The **CITY** shall apply for a right-of-way Permit from **COUNTY** before performing any and all maintenance and operations related to the **PROJECT**.

6. Upon "final acceptance" by the FDOT (as "final acceptance" is described in the FDOT Standard Specifications for Roadway and Bridge Construction dated 2019, as amended) the CITY shall own the Street Lighting and shall have the duty to maintain, repair, and replace, at CITY'S own cost, the Street Lighting in perpetuity and in accordance with the following Federally and State accepted (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2017-18, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2019, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, maintaining pedestrian crosswalks and curb ramps, roadway decorative lighting, and incidental sidewalk replacement. The Department shall give the AGENCY ten (10) days notice before final acceptance. In the event the CITY fails to maintain, repair or replace, at its own cost, the Street Lighting, COUNTY shall have the right to remove or request the CITY to remove, Street Lighting or any part thereof, and the CITY shall be responsible for all costs related to the removal.

7. This AGREEMENT may be amended in writing by the mutual consent of the Parties to this AGREEMENT and executed with the same formality as the original AGREEMENT.

8. **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. If the CITY is not self-insured, the CITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the STATUTE. Should the CITY purchase excess liability coverage, the CITY agrees to include COUNTY as an Additional Insured. The CITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the CITY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the CITY shall require the CONTRACTOR to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the CITY and COUNTY as Additional Insureds. The CITY shall also require that the CONTRACTOR include a Waiver of Subrogation against COUNTY.
- b. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

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.

9. **Notices.** All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the Party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of COUNTY and the CITY:

PALM BEACH COUNTY: Palm Beach County Engineering and Public Works Department
Attn: Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director
P.O. Box 21229
West Palm Beach, FL 33416-1229

With a copy to:

Palm Beach County Attorney's Office
Attn: Yelizaveta B. Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33416-1229

CITY:

Attn: _____

10. **Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this AGREEMENT and the same shall remain in full force and effect.

11. **Entire Agreement.** This AGREEMENT and any required COUNTY permit represents the entire understanding between the Parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this AGREEMENT.

12. **Legal Fees.** Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this AGREEMENT shall be borne by the respective Parties.

13. **Venue.** This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

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

15. **Indemnification.** The CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising out of or related to implementation or use of the street lighting, arising during or as a result of the CITY's 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 obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

16. **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 R-2017-1770, as amended.

17. **Contractual Relationship.** The CITY is, and shall be, in the performance of all work, services and activities under this AGREEMENT, an independent contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the CITY's sole direction, supervision, and control. The CITY shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The CITY's relationship and the relationship of its employees,

agents or contractors to COUNTY shall be that of an independent contractor and not as employees or agents of COUNTY.

18. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.

19. **Legal Compliance.** The CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The CITY further agrees to include this provision in all contracts issued as a result of this AGREEMENT.

20. **Convicted Vendor List.** As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, the CITY shall have its contractors certify that their affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

21. **Preparation of the Agreement.** The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

22. **Assignment.** Neither COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

23. **Amendment.** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

24. **Inspector General.** 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 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.


25. **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 COUNTY and/or the CITY.

26. **Effective Date.** This AGREEMENT shall become effective immediately upon the execution by both Parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

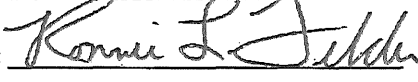
IN WITNESS WHEREOF, the undersigned Parties have executed this AGREEMENT on the day and year first written above.

EXECUTED by CITY this _____ day of _____, 20_____.

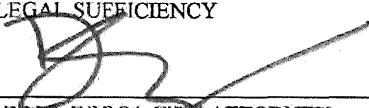
(CITY's Seal)

ATTEST
By: 

CLAUDENE ROBINSON, CITY CLERK
(Print Name and Title)

CITY OF RIVIERA BEACH, FLORIDA
By: 

MAYOR RONNIE FELDER
(Print Name and Title)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: 

DAWN S. WYNN, CITY ATTORNEY
(Print Name and Title)

EXECUTED by COUNTY this _____ day of _____, 20 _____.

(COUNTY Seal)

ATTEST:

Sharon R. Bock
Clerk & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, by and through its BOARD OF
COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: YBH _____
Yelizaveta B. Herman
Assistant County Attorney

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

SECTION No.: 93025502
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AGENCY: Palm Beach County
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EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the County's existing right-of-way.

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