

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

<b>Meeting Date:</b>	September 14, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<b>Department:</b>	Engineering & Public Works		
<b>Submitted By:</b>	Engineering & Public Works		
<b>Submitted For:</b>	Traffic Division		

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** an interlocal agreement (Agreement) with the City of Palm Beach Gardens (City) providing for traffic control jurisdiction within the City by the County and terms pertaining to the installation of a traffic signal at the intersection of Northlake Boulevard and Bay Hill Drive / Ancient Tree Drive (Bay Hill Drive Traffic Signal).

**SUMMARY:** Section 316.006(2)(a) vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads, and provides that a municipality may, by interlocal agreement with a county, agree to transfer traffic regulatory authority (Authority) over areas within the municipality to the county. The City now agrees to transfer, and the County agrees to accept, Authority over all County maintained thoroughfare roadways within the City’s municipal boundaries, as may be amended. This Agreement will repeal and replace R1977-988. The Agreement also memorializes the conditions upon which the County has agreed to issue the Right-of-Way (ROW) Permit for the complete installation of the Bay Hill Drive Traffic Signal. District 1 & 6 (YBH)

**Background and Justification:** On September 20<sup>th</sup>, 1977, the County and the City entered into an interlocal agreement (R1977-988) wherein the City transferred certain traffic control functions and duties to the County over specific roads. The City has applied for and the County has agreed to issue a ROW Permit for the installation of above ground components of the Bay Hill Drive Traffic Signal, subject to the ROW Permit conditions. Upon the County’s final inspection and final acceptance of the Bay Hill Drive Traffic Signal, the County’s Authority shall extend and apply to the Bay Hill Drive Traffic Signal.

**Attachments:**

1. Location Map of Bay Hill Drive Traffic Signal
2. Interlocal Agreement (3)

<b>Recommended By:</b> <u>ma David J Led</u>	<u>9/17/2021</u>
County Engineer	Date
<b>Approved By:</b> <u>Joe</u>	<u>9/13/21</u>
Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
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 X No  
 Does this item include the use of federal funds? Yes No X

**Budget Account No:**  
 Fund Dept Unit Object

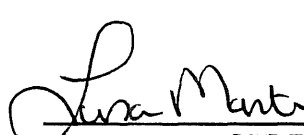
**Recommended Sources of Funds/Summary of Fiscal Impact:**

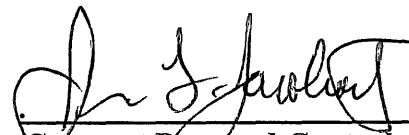
This item has no immediate fiscal impact.

**C. Departmental Fiscal Review:** 


**III. REVIEW COMMENTS**

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

 9/9/21  
 OFMB 9-9-21  
 MG 9/9/21

 9/10/21  
 Contract Dev. and Control  
 9-9-21 M

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

 9/10/21  
 Assistant County Attorney  
 Mr. L. Herman

**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 PALM BEACH GARDENS PROVIDING FOR TRAFFIC CONTROL JURISDICTION WITHIN THE CITY OF PALM BEACH GARDENS BY PALM BEACH COUNTY AND TERMS PERTAINING TO THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTHLAKE BOULEVARD AND BAY HILL DRIVE / ANCIENT TREE DRIVE.**

**THIS INTERLOCAL AGREEMENT (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 Palm Beach Gardens, a municipal corporation of the State of Florida (CITY) (individually Party or collectively Parties).

**WITNESSETH:**

**WHEREAS**, the 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 a basis of mutual advantage; and

**WHEREAS**, Section 316.006(2)(a), Florida Statutes, as amended, vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads; and

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

**WHEREAS**, on September 20<sup>th</sup>, 1977, the COUNTY and the CITY entered into an interlocal agreement (R1977-988) (Traffic Engineering Services Agreement), wherein the CITY transferred certain traffic control functions and duties to the COUNTY over specific roads; and

**WHEREAS**, on September 18<sup>th</sup>, 2018, the COUNTY and the CITY entered into an interlocal agreement (R2018-1380) (Northlake Blvd. Annexation Agreement) for the purpose of providing consent for the CITY's annexation of certain right-of-way segments of Northlake

Boulevard and the CITY'S transfer of traffic control jurisdiction of the same right-of-way segments to the COUNTY; and

WHEREAS, the CITY agrees to transfer, and the COUNTY agrees to accept the AUTHORITY over all COUNTY maintained Thoroughfare roadways within the CITY's municipal boundaries, as may be amended; and

WHEREAS, the COUNTY's Traffic Performance Standards letter, dated October 18, 2016, inadvertently stated that the City can determine the warrant for the installation of a traffic signal at the intersection of Northlake Boulevard and Bay Hill Drive/Ancient Tree Drive (Bay Hill Dr. Traffic Signal); and

WHEREAS, based upon a signed and sealed traffic signal warrant analysis from Pinder Troutman Consulting, Inc., dated September 29, 2020, the CITY has determined that the Bay Hill Dr. Traffic Signal is warranted; and

WHEREAS, the CITY has applied for and the COUNTY has agreed to issue a Right-of-Way Permit in Application No.: RW55974 (ROW Permit) for the installation of above ground components of the Bay Hill Dr. Traffic Signal, subject to the ROW Permit conditions; and

WHEREAS, upon the COUNTY's final inspection and final acceptance of the Bay Hill Dr. Traffic Signal, the COUNTY's AUTHORITY shall extend and apply to the Bay Hill Dr. Traffic Signal; and

WHEREAS, the CITY and 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, the Parties do hereby covenant, and decree as follows:

The above recitations are true and correct and incorporated herein.

Section 1. Purpose

The purpose of this AGREEMENT is to

1. Provide the COUNTY with traffic regulatory authority over all COUNTY maintained Thoroughfare roadways within the CITY's municipal boundaries, as may be amended, and over existing and certain new traffic signals at signalized intersections on CITY maintained roads; and
2. Memorialize the conditions upon which the COUNTY has agreed to issue the ROW Permit for the complete installation of the Bay Hill Dr. Traffic Signal

Section 2. Repeal of Resolution 1977-988

The Traffic Engineering Services Agreement is hereby repealed in its entirety and replaced by this AGREEMENT.

Section 3. Savings Clause

Notwithstanding anything to the contrary, all provisions of Northlake Blvd. Annexation Agreement, as may be amended, are specifically preserved and remain in full force and effect.

Section 4. Ownership and Maintenance Status Unchanged

Approval of this AGREEMENT does not change the status of the ownership and maintenance of the COUNTY owned rights-of-way within the municipal boundaries of the CITY. Such ownership and maintenance shall remain vested in the COUNTY.

Section 5. ROW Permit for the Bay Hill Dr. Traffic Signal

- a. The CITY agrees to obtain all required permits from the COUNTY for the installation of the Bay Hill Dr. Traffic Signal. The COUNTY agrees to not unduly withhold any COUNTY permits that may be necessary to construct the Bay Hill Dr. Traffic Signal.
- b. The COUNTY does hereby agree to issue the ROW Permit within five (5) business days from the CITY's execution of this AGREEMENT, provided the final signal design plans have been submitted and approved by the COUNTY. In the event of any modifications to the plans, the COUNTY will issue the permit within five (5) business days after approval of the final signal plans.

Section 6. Indemnification

The CITY shall protect, defend, reimburse, indemnify and hold the 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 and costs, whether at trial or appellate levels or otherwise, arising out of, during, or 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 obligations 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. Notwithstanding the foregoing, nothing set forth shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. 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. This paragraph shall survive the expiration or termination of this AGREEMENT.

#### Section 7. COUNTY AUTHORITY

a. Bay Hill Dr. Traffic Signal

Upon CITY's completion of installation of the Bay Hill Dr. Traffic Signal, a 90-day "burn-in" period will commence. After burn-in and final inspection and acceptance by the COUNTY, the COUNTY AUTHORITY shall apply to the Bay Hill Dr. Traffic Signal. The signal timing shall be developed based upon adopted COUNTY signal timing standards.

b. COUNTY Maintained Thoroughfare Roads

The CITY agrees to transfer and the COUNTY agrees to accept the AUTHORITY over all COUNTY maintained Thoroughfare roads within the CITY's municipal boundaries, as may be amended. Pursuant to its AUTHORITY, the COUNTY may place and maintain such traffic control devices which conform to the Manual on Uniform Traffic Control Devices (MUTCD) and specifications of the Florida Department of Transportation, as COUNTY shall deem necessary to indicate and to carry out the provisions of Chapter 316, Florida Statutes, or to regulate, warn, or guide traffic. Any CITY street intersection with COUNTY Roads will be the responsibility of the COUNTY.

c. CITY Roads

- i. The CITY agrees to transfer and the COUNTY agrees to accept the AUTHORITY over all existing traffic signals, including related traffic signs and markings, at signalized intersections on CITY maintained roads, except that the CITY shall retain responsibility for all costs that is mutually approved by the city and county, related to any modification, upgrade, and/or replacement of any existing traffic signal, regardless of cause. The CITY further agrees to reimburse the COUNTY for COUNTY's actual costs associated with any

modification, upgrade, and/or replacement of an existing traffic signal, whether they are initiated by the CITY or the COUNTY. The CITY has the right to approve or reject any such modification, upgrade, and/or replacement. Payments are to be made by the CITY within thirty (30) days from the date of the COUNTY invoice.

- ii. Pursuant to Section 316.006(2)(c), Florida Statutes, and in addition to existing traffic signals, the CITY agrees to transfer and the COUNTY agrees to accept and perform certain functions and duties on CITY maintained roads, as follows:
  - a. Maintain and operate any new traffic signal and related traffic signs and markings (collectively Traffic Control Devices), only if the new traffic signal is warranted according to the MUTCD and as determined by the COUNTY Engineer, where such Traffic Control Devices shall be considered included in this Agreement.
  - b. The CITY agrees to be responsible for any and all costs related to the installation of the new Traffic Control Devices on a CITY maintained road.
  - c. The CITY shall be responsible for all costs related to any modification, upgrade, and/or replacement of the new Traffic Control Devices, as provided in Section 7.c.i.
- iii. The Parties understand and agree that all rights and powers, as may be vested in the CITY pursuant to Chapter 316, Florida Statutes, and any other law, ordinance, or CITY Charter provision, that are not specifically transferred to the COUNTY under this Agreement, shall be retained by the CITY. The Parties further understand and agree that the CITY is not transferring any of its traffic enforcement functions, rights, or duties by the execution of this Agreement, and the CITY shall fully retain such traffic enforcement functions, rights, and duties, together with all right of enforcement of CITY traffic ordinances or State traffic laws.

#### Section 8. Transfer of Ownership of Traffic Control Devices

The CITY hereby transfers ownership to the COUNTY of all Traffic Control Devices installed within and owned by the CITY on COUNTY Thoroughfare roads and on signalized CITY road



intersections, including new traffic signals, if any, which are included in this AGREEMENT under section 7.c.ii. above.

Section 9. Termination

This AGREEMENT may be cancelled by COUNTY or CITY upon formal written notice given at least ninety (90) days prior to the next succeeding October 1<sup>st</sup> and said October 1<sup>st</sup> shall be the effective date of such cancellation.

Section 10. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

Section 11. Filing

Upon execution by both Parties, a certified copy of this AGREEMENT shall be filed with the Clerk of Circuit Court in and for the COUNTY.

Section 12. Severability

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

Section 13. 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, then, CITY shall, at its sole expense, maintain in full force and effect at all times during the term of this contract, liability coverage with 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 coverage, or to be self-insured for Workers' Compensation in accordance with Chapter 440, Florida Statutes. 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 obligations under this AGREEMENT.

Section 14. 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:

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: City of Palm Beach Gardens  
Attn: Todd Engle, P.E.  
City Engineer  
10500 N. Military Trail  
Palm Beach Gardens, FL 33410

With a copy to: Palm Beach Gardens' Attorney's Office  
Attn: R. Max Lohman, Esq.  
City Attorney  
10500 N. Military Trail  
Palm Beach Gardens, FL 3410

Section 15. 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.

Section 16. Venue

This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Venue for any and all legal actions 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.

Section 17. Records

The COUNTY and CITY shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT for at least five (5) years after completion or termination of this AGREEMENT.

Section 18. 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 R2017-1770, as amended.

Section 19. 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 the 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 the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CITY does not have the power or authority to bind the COUNTY in any promise, agreement, nor representation.

Section 20. 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.

Section 21. 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.

Section 22. 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.

Section 23. Assignment

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

Section 24. 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.

Section 25. 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 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.

Section 26. 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.

Section 27. Default/Cure

The Parties expressly covenant and agree that in the event either Party is in default of its obligations herein, the Party not in default shall provide to the Party in default, 30-day written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.

Section 28. Counterparts

This AGREEMENT, including any exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same AGREEMENT. The COUNTY may execute the AGREEMENT through electronic or manual means. The CITY shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this day and year first above written.

ATTEST:

CITY OF PALM BEACH GARDENS

By: Bertha Lilly Roa-Roque  
Bertha Lilly Roa-Roque  
Deputy City Clerk

By: Ronald M. Ferris  
Ronald M. Ferris  
City Manager  
Date: 9/3/2021

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

R. Max Lohman  
R. Max Lohman  
City Attorney

ATTEST:

PALM BEACH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
FLORIDA BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER

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

By: \_\_\_\_\_  
Dave Kerner, Mayor  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

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