

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

<b>Meeting Date:</b>	October 17, 2023	<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 Village of Wellington (Village), repealing and replacing interlocal agreement R96-2032D, signed December 17, 1996, as amended on October 2, 2007 (R2007-1670), and the Quercus Signal Maintenance Agreement (R2008-2253) signed December 2, 2008, providing for traffic control functions and duties within the Village by Palm Beach County (County) and the terms pertaining to the requirements associated with the installation and maintenance of traffic cameras, including license plate readers on traffic signal poles maintained by the County (collectively Cameras), golf cart related traffic control devices at signalized intersections (Golf Cart Devices), and decorative art wraps (Wrap) on County maintained signal cabinets.

**SUMMARY:** Section 316.006(2)(a), Florida Statutes, 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. On December 17, 1996, the County and the Village entered into interlocal agreement R96-2032D, wherein the Village transferred certain traffic control functions and duties to the County over certain signalized intersections. The interlocal agreement was amended on October 2, 2007 (R2007-1670) to provide the County Authority over a portion of Lyons Road. A separate agreement was executed on December 2, 2008 (R2008-2253) and provided certain responsibilities to the County for the traffic signal at Quercus Lane and Forest Hill Boulevard. The Village now agrees to repeal and replace all interlocal agreements (R96-2032D, R2007-1670 and R2008-2253) with the Agreement to transfer authority over all County maintained thoroughfare roadways within the Village’s municipal boundaries, as may be amended, to the County, to transfer certain maintenance and operations responsibilities to the County over certain traffic signals within the Village municipal boundaries, and to outline the Village’s responsibilities for Cameras, Golf Cart Devices, and Wrap. The placement of Wrap on signal cabinets integrates civic art with public infrastructure. District 6 (YBH)

**Background and Justification:** This Agreement repeals and replaces interlocal agreements R96-2032D, as amended by R2007-1670, and R2008-2253.

**Attachments:**

1. Interlocal Agreement with Exhibit A (3)

<b>Recommended By:</b> <u>ma</u>	<u>David Z. [Signature]</u>	<u>9/13/2023</u>
	County Engineer	Date
<b>Approved By:</b>	<u>[Signature]</u>	<u>10/13/23</u>
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
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-
<b>NET FISCAL IMPACT</b>	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
<b>POSITIONS (Cumulative)</b>	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes  No

Does this item include the use of federal funds? Yes  No

Budget Account No:

Fund                      Dept                      Unit                      Object

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

\*\*This item has no fiscal impact.

C. Departmental Fiscal Review: *Danney Ravelleugh*

**III. REVIEW COMMENTS**

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

*Lisa Martin* 9/14/2023  
OFMB *JA* 9/13  
MD 9/13

*David J. [Signature]* 9/28/23  
Contract Dev. and Control  
*MD* 9/28/23

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

*[Signature]* 10/3/2023  
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 VILLAGE OF WELLINGTON PROVIDING FOR CERTAIN TRAFFIC CONTROL AUTHORITY WITHIN THE VILLAGE OF WELLINGTON BY PALM BEACH COUNTY, TERMS PERTAINING TO ROADWAY MAINTENANCE AND RESPONSIBILITIES OF CERTAIN DEVICES.**

**THIS INTERLOCAL AGREEMENT (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 Village of Wellington, a municipal corporation of the State of Florida (VILLAGE) (individually Party or collectively Parties).

**WITNESSETH:**

**WHEREAS**, the COUNTY and the VILLAGE 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 VILLAGE may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority (AUTHORITY) over areas within the VILLAGE to the COUNTY as described herein; and

**WHEREAS**, Section 335.0415, Florida Statutes, provides, in relevant part, that the jurisdiction of public roads and the responsibility for operation and maintenance (collectively MAINTENANCE AUTHORITY) within the right-of-way of any road within the county and municipal road system may be transferred between jurisdictions only by mutual agreement of the affected governmental entities; and

**WHEREAS**, on December 17<sup>th</sup>, 1996, the COUNTY and the VILLAGE entered into an interlocal agreement (R96-2032D) (TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT), as amended by R2007-1670, wherein the VILLAGE transferred certain traffic control functions and duties to the COUNTY over certain portions of Lyons Road, and transferred certain traffic control devices approved by the County Engineer to the COUNTY; and

**WHEREAS**, the VILLAGE has expanded its boundaries and its AUTHORITY currently extends over certain COUNTY roadways that are not covered by the TRAFFIC CONTROL AGREEMENT; and

**WHEREAS**, on December 2<sup>nd</sup>, 2008 the COUNTY and the VILLAGE entered into a grant agreement (R2008-2253) (QUERCUS SIGNAL MAINTENANCE AGREEMENT) to reimburse the COUNTY for installing a traffic signal that the VILLAGE approved at the intersection of two VILLAGE roads, Forest Hill Boulevard and Quercus Lane/Quercus Court (QUERCUS INTERSECTION SIGNAL) ; and

**WHEREAS**, the QUERCUS INTERSECTION SIGNAL was not warranted, as determined by the County Engineer; and

**WHEREAS**, pursuant to the QUERCUS SIGNAL MAINTENANCE AGREEMENT, the COUNTY agreed to operate the QUERCUS INTERSECTION SIGNAL and maintain only the traffic signal control cabinet and equipment therein; and

**WHEREAS**, the VILLAGE desires to install and maintain (1) traffic cameras, including license plate readers, on traffic signal poles maintained by the COUNTY (collectively, CAMERAS) and (2) golf cart related traffic control devices at signalized intersections maintained by the COUNTY (GOLF CART DEVICES); and

**WHEREAS**, the VILLAGE has affixed and may desire to affix new decorative art wrap (WRAP) on COUNTY maintained traffic signal control cabinets located within the VILLAGE's municipal limits (SIGNAL CABINETS) and;

**WHEREAS**, the placement of WRAP on SIGNAL CABINETS integrates civic art with public infrastructure; and

**WHEREAS**, the COUNTY believes that the efforts by the VILLAGE to integrate civic art with public infrastructure serve a public purpose and enhance the appearance of right of

way adjacent to public roads; and

**WHEREAS**, the COUNTY and the VILLAGE wish to establish the requirements associated with the installation and maintenance of CAMERAS and GOLF CART DEVICES, and WRAP on SIGNAL CABINETS ; and

**WHEREAS**, the TRAFFIC CONTROL AGREEMENT, as amended, also transferred MAINTENANCE AUTHORITY over certain roads between the VILLAGE and the COUNTY; and

**WHEREAS**, the VILLAGE and COUNTY desire to repeal and replace the TRAFFIC CONTROL AGREEMENT, as amended, and the QUERCUS SIGNAL MAINTENANCE AGREEMENT, to update the Parties' respective traffic control functions and duties; and

**WHEREAS**, by this AGREEMENT, the Parties desire to restate and reaffirm their respective MAINTENANCE AUTHORITY over certain roads; and

**WHEREAS**, the Palm Beach County Comprehensive Plan Thoroughfare Right of Way Identification Map, as may be amended, depicts a network of roadways required to meet future traffic demands, with some roadways maintained by the State or the COUNTY, and some by municipalities (collectively, THOROUGHFARE); and

**WHEREAS**, the COUNTY maintained roadways are depicted in the Palm Beach County Road Atlas, as may be amended; and

**WHEREAS**, the VILLAGE and COUNTY believe public 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:

- a. Repeal and replace the TRAFFIC CONTROL AGREEMENT, as amended, and the QUERCUS SIGNAL MAINTENANCE AGREEMENT; and
- b. Provide the COUNTY with AUTHORITY over all COUNTY maintained THOROUGHFARE within the VILLAGE municipal boundaries; and
- c. Provide the COUNTY with certain maintenance and operations responsibilities over

- certain traffic signals and certain existing flashers on VILLAGE maintained roads; and
- d. Memorialize the COUNTY's responsibility to maintain street lights attached to traffic signal poles maintained by the COUNTY (LUMINAIRES AT TRAFFIC SIGNALS); and
  - e. Memorialize the VILLAGE's responsibility for
    - i. Street lights within the VILLAGE municipal boundaries, except for LUMINAIRES AT TRAFFIC SIGNALS;
    - ii. Utility costs and payment of utility costs related to traffic control devices, including traffic signals, flashers, street lights located within the VILLAGE limits and LUMINAIRES AT TRAFFIC SIGNALS;
    - iii. WRAP installed on SIGNAL CABINETS, GOLF CART DEVICES, and CAMERAS (collectively, VILLAGE DEVICES)

Section 2. Repeal of TRAFFIC CONTROL AGREEMENT (R96-2032D), as amended, and QUERCUS SIGNAL MAINTENANCE AGREEMENT (R2008-2253)

The TRAFFIC CONTROL AGREEMENT, as amended, and the QUERCUS SIGNAL MAINTENANCE AGREEMENT, are hereby repealed in their entirety and replaced by this AGREEMENT.

Section 3. MAINTENANCE AUTHORITY

- a. The VILLAGE and the COUNTY mutually agree and restate and reaffirm that the COUNTY has MAINTENANCE AUTHORITY over Lyons Road within the VILLAGE's municipal boundaries.
- b. With the exception of Lyons Road and State roads, the VILLAGE and the COUNTY mutually agree and restate and reaffirm that the VILLAGE has MAINTENANCE AUTHORITY over all public roads within the VILLAGE's municipal boundaries.
- c. Except as provided herein, the AGREEMENT shall not affect the MAINTENANCE AUTHORITY of either Party over any other road within the VILLAGE road system or the COUNTY road system.

Section 4. COUNTY AUTHORITY and Responsibilities

- a. COUNTY Maintained THOROUGHFARE

- i. Subject to the limitation in this Section 4, the VILLAGE agrees to transfer and the COUNTY agrees to accept AUTHORITY over all COUNTY maintained THOROUGHFARE within the VILLAGE's municipal boundaries. To the extent that the VILLAGE annexes a right-of-way within the limits of a COUNTY maintained THOROUGHFARE, such annexed right-of-way shall be included in this AGREEMENT. However, on COUNTY maintained THOROUGHFARE, the COUNTY does not accept any maintenance responsibility for any traffic control device, such as pavement markings, signs, and traffic signals, that was not approved by the County Engineer (UNWARRANTED DEVICES). UNWARRANTED DEVICES may be removed by the COUNTY.
- ii. Subject to the limitations in this Section 4, pursuant to its AUTHORITY over COUNTY maintained THOROUGHFARE, the COUNTY may place and maintain such traffic control devices which conform to the MUTCD and specifications of the Florida Department of Transportation, as COUNTY shall deem necessary to indicate and carry out the provisions of Chapter 316, Florida Statutes, or to regulate, warn, or guide traffic.

**5. VILLAGE Maintained Roads**

- i. Except for AUTHORITY over VILLAGE DEVICES, the VILLAGE agrees to transfer and the COUNTY agrees to accept AUTHORITY over the existing traffic signals and flashers listed in Exhibit A , and the related traffic signs and pavement markings (collectively, EXISTING DEVICES), all of which are located on VILLAGE maintained roads. The VILLAGE agrees to be responsible for all costs incurred by the COUNTY related to any modification, upgrade, and/or replacement of EXISTING DEVICES, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the VILLAGE in advance of such work. Payments are to be made by the VILLAGE within thirty (30) days from the date of the COUNTY invoice.
- ii. The VILLAGE agrees to transfer and the COUNTY agrees to accept and perform certain functions and duties on VILLAGE maintained roads, as follows:
  - a. Maintain and operate traffic signals at signalized intersections, including

related traffic signs and pavement markings (collectively TRAFFIC CONTROL DEVICE(S)), only if the TRAFFIC CONTROL DEVICE is warranted according to the MUTCD, as determined by the County Engineer, and as may be installed after the Effective Date. Such warranted TRAFFIC CONTROL DEVICES shall be considered included in this AGREEMENT.

- b. Maintain and operate the QUERCUS INTERSECTION SIGNAL, including related traffic signs and pavement markings. The VILLAGE agrees to be responsible for any and all costs incurred by the COUNTY related to the maintenance of the QUERCUS INTERSECTION SIGNAL, with the exception of the maintenance costs related to the traffic signal controller cabinet and equipment therein, both of which are the COUNTY's responsibility.
- c. The Parties understand and agree that all rights and powers, as may be vested in the VILLAGE pursuant to Chapter 316, Florida Statutes, and any other law, ordinance, or VILLAGE Charter provision, that are not specifically transferred to the COUNTY under this AGREEMENT, shall be retained by the VILLAGE. The Parties further understand and agree that the VILLAGE is not transferring any of its traffic enforcement functions, rights, or duties by the execution of this AGREEMENT, and the VILLAGE shall fully retain such traffic enforcement functions, rights, and duties, together with all right of enforcement of VILLAGE traffic ordinances or State traffic laws.
- d. The COUNTY agrees to maintain LUMINAIRES AT TRAFFIC SIGNALS.
- e. With the exception of LUMINAIRES AT TRAFFIC SIGNALS, the VILLAGE agrees to retain the responsibility to maintain street lights within the VILLAGE's municipal boundaries.
- f. The VILLAGE agrees to retain the responsibility for and directly pay the utility provider for all utility costs related to all traffic control devices, including traffic signals and flashers, and street lights located within the VILLAGE municipal boundaries.

Section 5. VILLAGE intersections

- a. At the intersections of only VILLAGE maintained roads or intersections of VILLAGE maintained roads with privately maintained roads, the VILLAGE agrees to be responsible for



any and all costs related to the design and installation of any TRAFFIC CONTROL DEVICE to be installed after the Effective Date, and for all costs incurred by the COUNTY related to any modification, upgrade, and/or replacement of any TRAFFIC CONTROL DEVICE, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the VILLAGE in advance of such work.

- b. At the intersections of VILLAGE and COUNTY maintained roads, the VILLAGE and COUNTY shall equally share all costs related to the design and installation of any TRAFFIC CONTROL DEVICE to be installed after the Effective Date, and shall equally share the costs incurred by the COUNTY related to any modification, upgrade, or replacement of any TRAFFIC CONTROL DEVICE incurred after the Effective Date, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the VILLAGE in advance of such work.
- c. Payments are to be made by the VILLAGE within thirty (30) days from the date of the COUNTY invoice.

#### Section 6. Transfer of Ownership of Traffic Control Devices

a. With the exception of UNWARRANTED DEVICES installed by the VILLAGE prior to the Effective Date and VILLAGE DEVICES, the VILLAGE hereby transfers ownership to the COUNTY of all traffic control devices, if any, installed within and owned by the VILLAGE on COUNTY maintained THOROUGHFARE, the EXISTING DEVICES pursuant to Section 4.b.i above, and the TRAFFIC CONTROL DEVICES which are included in this AGREEMENT under Section 4.b.ii.a above.

b. Ownership of UNWARRANTED DEVICES installed by the VILLAGE prior to the Effective Date, VILLAGE DEVICES, and the traffic signal and related traffic control devices at the QUERCUS INTERSECTION remains with the VILLAGE.

#### Section 7. VILLAGE Responsibilities

a. The VILLAGE shall maintain and operate, and agrees to be fully liable for VILLAGE DEVICES. The COUNTY does not accept any liability, including but not limited to,

maintenance and operation responsibility related to VILLAGE DEVICES.

- b. The VILLAGE agrees to be responsible for all costs incurred by the COUNTY related to any modification, upgrade, and/or replacement of the QUERCUS INTERSECTION SIGNAL and related traffic control devices, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the VILLAGE in advance of such work.
- c. The VILLAGE retains the responsibility for the design, installation, power supply, power charges, repair, replacement, and removal of existing VILLAGE DEVICES, if any, and for the VILLAGE DEVICES installed after the Effective Date.
- d. The VILLAGE agrees to be fully responsible for the VILLAGE DEVICES, including for any costs associated with the design, installation, operation, power supply, power charges, repair, replacement, and removal of VILLAGE DEVICES.
- e. Under no circumstances shall the COUNTY incur any obligation related to any of the VILLAGE DEVICES.
- f. At least ten (10) calendar days prior to installation, the VILLAGE shall present the location and proposed method of installation of VILLAGE DEVICES to the COUNTY for its review and approval, and shall install according to COUNTY's approval.
- g. VILLAGE DEVICES shall be installed in such a manner as to not interfere with the operation and maintenance of the traffic signal support structures maintained by the COUNTY (SIGNAL SUPPORT), any signal equipment attached to the SIGNAL SUPPORT, and the SIGNAL CABINETS.
- h. Any proposed installation method that involves drilling any holes or otherwise damaging or risking damaging, in any way, any part of the SIGNAL SUPPORT and or the SIGNAL CABINETS will not be allowed or approved.
- i. VILLAGE DEVICES shall be installed in such a manner as to not obstruct access to signal equipment attached to the SIGNAL SUPPORT, including but not limited to, the signal heads, signs and detection devices.
- j. VILLAGE DEVICES shall be installed in such a manner that they are easily removable, without causing any damage to the SIGNAL SUPPORT and SIGNAL CABINETS, and may

not be permanently affixed to the SIGNAL SUPPORT and SIGNAL CABINETS.

- k. VILLAGE is expressly prohibited and not authorized to use any of the power supply from the SIGNAL SUPPORT, SIGNAL CABINETS or any part thereof.
- l. WRAP on SIGNAL CABINETS
  - i. The VILLAGE assumes full responsibility for the content of the WRAP and shall follow the recommendations of the COUNTY. Advertising shall not be permitted on the WRAP under any circumstances.
  - ii. WRAP shall be made of quality vinyl material and ink, shall be graffiti and sticker resistant, and removable.
- m. The COUNTY is not responsible for any damage to the VILLAGE DEVICES that may be caused by the COUNTY's operations or maintenance in or around the COUNTY's signal equipment attached to the SIGNAL SUPPORT and SIGNAL CABINETS.
- n. The COUNTY shall have the right to remove or request that the VILLAGE remove the VILLAGE DEVICES. When feasible, the COUNTY will provide the VILLAGE thirty (30) calendar days-notice that the VILLAGE DEVICES must be removed. VILLAGE is solely responsible for restoring the SIGNAL SUPPORT and SIGNAL CABINETS to its original condition.
- o. Should the COUNTY have to remove the VILLAGE DEVICES and/or repair damage to the COUNTY facilities under any circumstance, the VILLAGE shall be responsible for all costs. The COUNTY will invoice the VILLAGE for any and all costs associated with the removal of the VILLAGE DEVICES. The VILLAGE shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice. The VILLAGE will not be permitted to install any additional VILLAGE DEVICES on any SIGNAL SUPPORT and SIGNAL CABINETS until any and all outstanding costs and invoices have been fully paid to the COUNTY.
- p. The VILLAGE shall immediately notify the COUNTY as soon as any VILLAGE DEVICES is no longer in use, and shall immediately remove any unused VILLAGE DEVICES.

Section 3. Termination

This AGREEMENT may be cancelled by COUNTY or VILLAGE 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.

- a. Upon termination and at the discretion of the COUNTY, traffic control devices on COUNTY maintained THOROUGHFARE may be (1) purchased by the VILLAGE or (2) removed by the COUNTY at the VILLAGE's expense.
- b. If the VILLAGE desires to purchase COUNTY'S traffic control devices, VILLAGE shall pay the COUNTY for the COUNTY's original incurred cost thereof, as determined by the County Engineer, including installation charges, minus a depreciation factor of one-tenth (1/10) of the original cost per year to be deducted from such cost. In no event however shall the payment be less than thirty percent (30%) of the COUNTY's original cost of installation. The VILLAGE is to submit the purchase payment within sixty (60) days from the date of termination. If the VILLAGE does not desire to purchase the COUNTY's traffic control devices, the COUNTY shall remove the traffic control devices and the VILLAGE shall pay the COUNTY for all actual costs to remove the traffic control devices, within thirty (30) days from the date of the COUNTY invoice.
- c. Upon termination, TRAFFIC CONTROL DEVICES owned prior to the Effective Date of this AGREEMENT by the VILLAGE, if any, and TRAFFIC CONTROL DEVICES at the intersections of VILLAGE maintained roads shall become VILLAGE property and subject to VILLAGE ownership and control thereafter.

#### Section 9. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

#### Section 10. 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 11. 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 12. Insurance

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, VILLAGE and COUNTY represent that each is a political sub-division of the state subject to the limitations of Florida Statutes 768.28 as amended. VILLAGE and COUNTY each agree to maintain fiscally sound and prudent insurance programs with regard to their respective obligations under this AGREEMENT.

Should either VILLAGE and/or COUNTY contract with a third-party to perform any service related to the AGREEMENT, VILLAGE and/or COUNTY shall require the third-party to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$2,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include VILLAGE and COUNTY as Additional Insureds.

#### Section 13. Indemnification

The VILLAGE 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, due to the acts or omissions of the VILLAGE, or related to VILLAGE DEVICES. The VILLAGE'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.

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 VILLAGE:

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

VILLAGE: Village of Wellington, Engineering & Construction Department  
Attn: Jonathan Reinsvold, P.E.  
Village Engineer  
12300 Forest Hill Boulevard  
Wellington, FL 33414

With a copy to: Village of Wellington Attorney's Office  
Attn: Laurie S. Cohen  
Village Attorney  
12300 Forest Hill Boulevard  
Wellington, FL 33414

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 VILLAGE 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 VILLAGE 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 by the VILLAGE in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the VILLAGE's sole direction,

supervision, and control. The VILLAGE shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The VILLAGE'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 VILLAGE does not have the power or authority to bind the COUNTY in any promise, agreement, nor representation.

Section 20. Legal Compliance

The VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE, 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 VILLAGE.

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 VILLAGE shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

Section 29. Appropriations


COUNTY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Board of County Commissioners. The VILLAGE's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the VILLAGE Council.

(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.


COUNTY:


APPROVED AS TO TERMS  
AND CONDITIONS

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

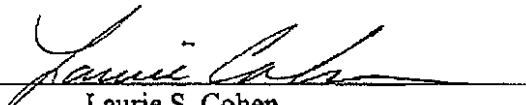
ATTEST:

VILLAGE OF WELLINGTON

By:   
\_\_\_\_\_  
Chevelle D. Addie  
VILLAGE Clerk

By:   
\_\_\_\_\_  
Anne Gerwig  
VILLAGE Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
\_\_\_\_\_  
Laurie S. Cohen  
VILLAGE Attorney

EXECUTED by COUNTY this day of \_\_\_\_\_, 20\_\_\_\_.

(COUNTY Seal)

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER

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

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

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: ybh  
Yelizaveta B. Herman  
Assistant County Attorney

**Exhibit A**

<b>Intersection Number</b>	<b>East/West roadway</b>	<b>North/South roadway</b>	<b>Traffic Control Device Type</b>
33300	BENT CREEK RD	BINKS FOREST DR	School Signal
33335	BIG BLUE TRACE	PADDOCK DR	Full Signal
33336	GREENVIEW SHORES BLVD	PADDOCK DR	Full Signal
33337	GREENVIEW SHORES BLVD	LANDINGS MIDDLE SCH	School Flashers
33338	GREENVIEW SHORES BLVD	BINKS FOREST DR	School Signal
33339	WELLINGTON TRACE	GREENVIEW SHORES BLVD	Full Signal
33340	WELLINGTON TRACE	BIG BLUE TRACE	Full Signal
33342	S CLUB DR	AERO CLUB DR	Flasher
33343	GREENBRIER BLVD	GREENVIEW SHORES BLVD	Full Signal
33344	GREENBRIER BLVD	NEW HORIZONS SCHOOL	School Flashers
33345	WELLINGTON HIGH SCH	GREENVIEW SHORES BLVD	School Signal
33346	SOUTH SHORE BLVD	BIG BLUE TRACE	Full Signal
33347	SOUTH SHORE BLVD	GREENVIEW SHORES BLVD	Full Signal
33348		AERO CLUB DR (north of Greenbriar Blvd)	Flasher
33350	GREENBRIER BLVD	AERO CLUB DR	Flasher
33355	PIERSON RD	SOUTH SHORE BLVD	Full Signal
33365	PIERSON ROAD	VILLAGE PARK	Flasher
33380	FOREST HILL BLVD	POLO CLUB RD/ROYAL FERN DR	Full Signal
33395	FOREST HILL BLVD	STRIBLING WAY	Full Signal
33398	FOREST HILL BLVD	WELLINGTON EDGE BLVD	Full Signal
33399	FOREST HILL BLVD	WELLINGTON COMMONS ENT	Full Signal
33520	FOREST HILL BLVD	WELLINGTON TRACE W	Full Signal
33521	FOREST HILL BLVD	SOUTH SHORE BLVD	Full Signal
33522	FOREST HILL BLVD	WELLINGTON TRACE E	Full Signal
34510	STRIBLING WAY	DONAHUE WAY/EQUESTRIAN MIDDLE/EMERALD COVE ELEM	School Signal
36960	FIRE STA #27 (PBC)	SOUTH SHORE BLVD	Fire Station Signal
36975	GRACIDA STREET(FKA 40TH ST S)/LAKE WORTH RD	SOUTH SHORE BLVD	Full Signal
36980	LAKE WORTH RD	ISLES WAY SOUTH/ISLES BLVD	Full Signal
36986	LAKE WORTH RD	PANTHER RUN ELEM SCHOOL	School Flashers