

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

Meeting Date:	October 22, 2024	<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


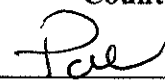
Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (Agreement) with the City of West Palm Beach (City), repealing and replacing interlocal agreement R85-1067 that was approved by the Board of County Commissioners (BCC) on July 9, 1985, providing for traffic control jurisdiction within the City by Palm Beach County (County).

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. Pursuant to interlocal agreement R85-1067, the City transferred certain traffic control functions and duties to the County over certain signalized intersections and roads. Repealing and replacing interlocal agreement R85-1067 with the Agreement transfers Authority over all County maintained thoroughfare roadways and certain signalized intersections within the City's expanded municipal boundaries to the County, as may be amended, and outlines certain operations and maintenance duties retained by the City. Districts 2 and 7 (YBH)

Background and Justification: This Agreement repeals and replaces interlocal agreement R85-1067. The Engineering and Public Works Department recommends approval by the BCC.

Attachments:

- 1. Interlocal Agreement with Exhibit A (3)

Recommended By:		
YBH/TEL	County Engineer	Date
		9/19/2024
Approved By:		
	Deputy County Administrator	Date
		9/30/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
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-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No

Is this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

****This item has no fiscal impact.**

Notes: Interlocal agreement, City of West Palm Beach (City), repealing and replacing interlocal agreement R85-1067 that was approved by the Board of County Commissioners (BCC) on July 9, 1985, providing for traffic control jurisdiction within the City by Palm Beach County (County).

C. Departmental Fiscal Review: *Danny Randel*

III. REVIEW COMMENTS

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

Laura Martin 9/20/2024
PL 9/20 OFMB *JA 9/20*

Brinda M. MacMillan 9/25/24
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

[Signature] 9/27/24
 Assistant County Attorney for YBH

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 WEST PALM BEACH PROVIDING FOR CERTAIN TRAFFIC CONTROL AUTHORITY WITHIN THE CITY OF WEST PALM BEACH BY PALM BEACH COUNTY.

WPB No. 32491

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this 22nd day of October, 2024, 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 West Palm Beach, 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 as described herein; and

WHEREAS, on July 9, 1985, the COUNTY and the CITY entered into an interlocal agreement (R85-1067) (TRAFFIC CONTROL AGREEMENT) wherein the CITY transferred certain traffic control functions and duties to the COUNTY over certain roads, flashers, school zone flashers, signalized intersections, and traffic signal cabinets; and

WHEREAS, to the extent any decorative art wrap has been installed on any COUNTY maintained signal cabinet (WRAP), the COUNTY had never accepted and disclaims any maintenance responsibility, and has never maintained any WRAP; and

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

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

WHEREAS, the CITY agrees to transfer, and the COUNTY agrees to accept certain maintenance and operations responsibilities over certain existing traffic control devices and certain new traffic signals on CITY maintained road right-of-ways; and

WHEREAS, the COUNTY and CITY desire to repeal and replace the TRAFFIC CONTROL AGREEMENT to update the Parties' respective traffic control functions and duties; and

WHEREAS, the CITY 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; and
- b. Provide the COUNTY with AUTHORITY over all COUNTY maintained THOROUGHFARE within the CITY municipal boundaries; and
- c. Provide the COUNTY with certain maintenance and operations responsibilities over certain traffic signals and certain existing flashers on CITY maintained roads.

Section 2. Repeal of TRAFFIC CONTROL AGREEMENT (R85-1067)

The TRAFFIC CONTROL AGREEMENT is hereby repealed in its entirety and replaced by this AGREEMENT.

Section 3. COUNTY AUTHORITY and Responsibilities

a. COUNTY Maintained THOROUGHFARE

- i. Subject to the limitation in this Section 3, the CITY agrees to transfer and the COUNTY agrees to accept AUTHORITY over all COUNTY maintained THOROUGHFARE within the CITY's municipal boundaries. The list of COUNTY maintained THOROUGHFARES, as of the date of this Agreement is attached as **Exhibit A**. To the extent that the CITY 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 (collectively, UNWARRANTED DEVICES), for any paint or color coating on any traffic signal pole (collectively, SIGNAL PAINT), and for any WRAP. UNWARRANTED DEVICES may be removed by the COUNTY.
- ii. Subject to the limitations in this Section 3, pursuant to its AUTHORITY over COUNTY maintained THOROUGHFARE, 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 carry out the provisions of Chapter 316, Florida Statutes, or to regulate, warn, or guide traffic.

b. CITY Maintained Roads

- i. Except for responsibility over SIGNAL PAINT and WRAP, which responsibility the CITY retains, the CITY agrees to transfer and the COUNTY agrees to accept AUTHORITY over the existing traffic signals listed in **Exhibit B**, and the related traffic signs and pavement markings (collectively, EXISTING DEVICES), all of which are located on CITY maintained roads. The CITY 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 CITY in advance of such work. Payments are to be made by the CITY within forty-five (45) days from the date of the COUNTY emailing the invoice to the CITY.

- ii. Except for responsibility over SIGNAL PAINT and WRAP, which responsibility the CITY retains, 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 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.
- c. 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 4. Intersections

- a. At the intersections of only CITY maintained roads, or intersections of CITY maintained roads with privately maintained roads, the CITY 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 CITY in advance of such work.

- b. At the intersections of CITY and COUNTY maintained roads, the CITY 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 CITY in advance of such work.
- c. Payments are to be made by the CITY within forty-five (45) days from the date of the COUNTY emailing the invoice to the CITY pursuant to the Local Government Prompt Payment Act.

Section 5. Transfer of Ownership of Traffic Control Devices

- a. With the exception of WRAP, SIGNAL PAINT, and UNWARRANTED DEVICES installed prior to the Effective Date, the CITY hereby transfers ownership to the COUNTY of all traffic control devices, if any, installed within and owned by the CITY on COUNTY maintained THOROUGHFARE, the EXISTING DEVICES pursuant to Section 3.b.i above, and the TRAFFIC CONTROL DEVICES which are included in this AGREEMENT under Section 3.b.ii.a above.
- b. Ownership of UNWARRANTED DEVICES installed prior to the Effective Date remains with the CITY.

Section 6. CITY Responsibilities

- a. The CITY shall maintain and agrees to be fully liable for all SIGNAL PAINT and WRAP. The COUNTY does not accept any liability, including but not limited to, maintenance and operation responsibility related to SIGNAL PAINT and WRAP.
- b. The CITY agrees to be fully responsible for all SIGNAL PAINT and WRAP, including for any costs associated with the design, installation, repair, replacement, and removal of SIGNAL PAINT and WRAP.
- c. Under no circumstances shall the COUNTY incur any obligation related to any SIGNAL PAINT or WRAP.
- d. Prior to installation, the CITY shall present the location and proposed method of installation

of SIGNAL PAINT and WRAP on a CITY maintained road to the COUNTY for its review and approval, and shall install according to COUNTY's approval, which approval shall not be unreasonably withheld.

- e. SIGNAL PAINT and WRAP 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 COUNTY maintained traffic signal control cabinets located within CITY maintained road right-of-ways (SIGNAL CABINETS).
- f. WRAP 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.
- g. CITY is expressly prohibited and not authorized to use any of the power supply from the SIGNAL SUPPORT, SIGNAL CABINETS or any part thereof.
- h. WRAP on SIGNAL CABINETS
 - i. The CITY assumes full responsibility for the content of the WRAP and shall consider 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.
- i. The COUNTY is not responsible for any damage to SIGNAL PAINT and WRAP 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.
- j. The COUNTY shall have the right to remove or request that the CITY remove any SIGNAL PAINT and WRAP if not sufficiently maintained or which interferes with the operation and maintenance of the SIGNAL SUPPORT or SIGNAL CABINET. When feasible, the COUNTY will provide the CITY -notice that the SIGNAL PAINT or WRAP must be repaired, replaced, or removed. CITY shall repair, replace, or remove the SIGNAL PAINT or WRAP within the time period for cure established in Section 26 of this Agreement. If the SIGNAL WRAP or PAINT is removed, CITY is solely responsible for restoring the SIGNAL SUPPORT and SIGNAL CABINETS to its original condition.
- k. Should the COUNTY have to remove any SIGNAL PAINT or WRAP and/or repair damage

to the COUNTY facilities under any circumstance, the CITY shall be responsible for all costs. The COUNTY will invoice the CITY for any and all costs associated with the removal of the SIGNAL PAINT and WRAP. The CITY shall submit full payment to the COUNTY within forty-five (45) calendar days of the date of the COUNTY emailing the invoice to the CITY.

Section 7. 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 1st and said October 1st 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 CITY or (2) removed by the COUNTY at the CITY's expense.
- b. If the CITY desires to purchase COUNTY'S traffic control devices, CITY 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 CITY is to submit the purchase payment within sixty (60) days from the date of termination. If the CITY does not desire to purchase the COUNTY's traffic control devices, the COUNTY shall remove the traffic control devices and the CITY shall pay the COUNTY for all actual costs to remove the traffic control devices, within forty-five (45) days from the date of the COUNTY emailing the invoice to the CITY.
- c. Upon termination, TRAFFIC CONTROL DEVICES owned prior to the Effective Date of this AGREEMENT by the CITY, if any, and TRAFFIC CONTROL DEVICES at the intersections of CITY maintained roads shall become CITY property and subject to CITY ownership and control thereafter.

Section 8. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

Section 9. 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 10. 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 11. Insurance

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

Should either CITY and/or COUNTY contract with a third-party to perform any service related to the AGREEMENT, CITY 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 CITY and COUNTY as Additional Insureds.

Section 12. Indemnification

Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend, and hold harmless the CITY against any actions, claims or damages arising out of COUNTY's negligence in connection with this AGREEMENT, and CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims or damages arising out of CITY's negligence in connection with this AGREEMENT, and due to CITY's acts or omissions related to SIGNAL PAINT and WRAP. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section

768.28, nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

Section 13. 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 West Palm Beach, Engineering Services Department
Attn: City Administrator.
401 Clematis Street, Fourth Floor
West Palm Beach, FL 33401

With a copy to: City of West Palm Beach Attorney's Office
Attn: City Attorney
401 Clematis Street, Fifth Floor
West Palm Beach, FL 33401

Invoices are to be emailed to the CITY at the following email address: wpbac@wpb.org The CITY is to notify the COUNTY if the email address changes.

Section 14. 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 15. 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 16. 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 17. Non-Discrimination

The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in R2017-1770, as amended.

Section 18. 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 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.

Section 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.

Section 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.

Section 22. 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 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.

Section 24. 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 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 the COUNTY and/or the CITY.

Section 26. 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, a written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT. The defaulting Party shall have sixty (60) days in which to cure such default. Excluding the CITY's obligations to pay COUNTY invoices in Sections 3, 4, 6 and 7, if such default cannot be cured within sixty (60) days, the defaulting Party shall have a reasonable time to cure such default, provided the defaulting Party has commenced the cure within the sixty days and continues to diligently pursue the cure.

Section 27. 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.

Section 28. Appropriations

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

Section 29. E-VERIFY-Employment Eligibility

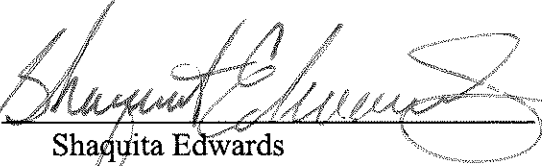
Each Party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Party's Consultants and subconsultants performing the duties and obligations of this AGREEMENT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

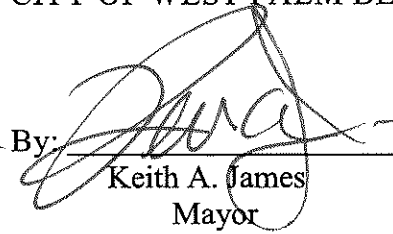
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IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this day and year first above written.

ATTEST:

CITY OF WEST PALM BEACH

By: 
Shaquita Edwards
City Clerk

By: 
Keith A. James
Mayor

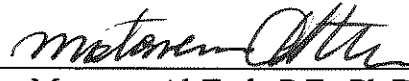
CITY ATTORNEY'S OFFICE
APPROVED AS TO FORM AND
LEGALITY

By: 
Nancy Urcheck, Deputy City Attorney

EXECUTED by COUNTY this day of _____, 20____.

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

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

(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: _____
Maria Sachs, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By: ybh 
Yelizaveta B. Herman *YB*
Assistant County Attorney

Exhibit A
COUNTY MAINTAINED THOROUGHFARE ROADS

Roadway	From	To
45TH ST	JOG RD	US 1
AUSTRALIAN AVE	SOUTH CITY LIMITS	45TH ST
BELVEDERE RD	FLA. MANGO RD	US 1
BENOIST FARMS RD	WITHIN CITY LIMITS	
COMMUNITY DR	WITHIN CITY LIMITS	
CONGRESS AVE	OKEECHOBEE BLVD	NORTHERN CITY LIMITS
GREENWOOD AVE	45TH STREET	NORTHERN CITY LIMITS
HAVERHILL RD	WITHIN CITY LIMITS	
JOG RD	WITHIN CITY LIMITS	
NORTHLAKE BLVD	WITHIN CITY LIMITS	
PALM BEACH LAKES BLVD	OKEECHOBEE BLVD	DIXIE HWY
ROEBUCK RD	JOG RD	HAVERHILL RD
SKEES RD	DWIGHT RD	OKEECHOBEE BLVD
SUMMIT BLVD	WESTERN CITY LIMIT	PARKER AVE

**Exhibit B
EXISTING DEVICES**

Intersection Number	East/West Roadway	North/South Roadway	Traffic Control Device Type
24891	23RD ST	FLAGLER DR	FULL SIGNAL
24650	25TH ST	TAMARIND AVE	FULL SIGNAL
23850	36TH ST	NORTH FLAGLER DR/POINSETTA AVE	FULL SIGNAL
23825	36TH ST	GREENWOOD AVE	FULL SIGNAL
23250	40TH ST	NORTH FLAGLER DR	FULL SIGNAL
23225	40TH ST	SPRUCE AVE	FULL SIGNAL
25500	L.A. KIRKSEY/15TH ST	TAMARIND AVE	FULL SIGNAL
27110	BANYAN BLVD	SAPODILLA AVE	FULL SIGNAL
27120	BANYAN BLVD	ROSEMARY DR	FULL SIGNAL
26910	3RD ST	ROSEMARY AVE	FLASHER
27490	FERN ST	DIXIE HWY	FULL SIGNAL
27430	EVERNIA ST	DIXIE HWY	FULL SIGNAL
27330	DATURA ST	DIXIE HWY	FULL SIGNAL
27230	CLEMATIS ST	DIXIE HWY	FULL SIGNAL
27130	BANYAN BLVD	DIXIE HWY	FULL SIGNAL
26985	2ND ST	DIXIE HWY	MID BLOCK PEDESTRIAN SIGNAL
26920	3RD ST	DIXIE HWY	FULL SIGNAL
26895	4TH ST	DIXIE HWY/FIRE STA # 1 (WPB)	FULL SIGNAL
27495	FERN ST	OLIVE AVE	FULL SIGNAL
27440	EVERNIA ST	OLIVE AVE	FULL SIGNAL
27340	DATURA ST	OLIVE AVE	FULL SIGNAL
27240	CLEMATIS ST	OLIVE AVE	FULL SIGNAL
27140	BANYAN BLVD	OLIVE AVE	FULL SIGNAL
26930	3RD ST	OLIVE AVE	FULL SIGNAL
26896	4TH ST	OLIVE AVE	FULL SIGNAL
26120	PALM BEACH LAKES BLVD	OLIVE AVE	FULL SIGNAL
26940	3RD ST	FLAGLER DR	FULL SIGNAL
27479	FERN ST	FLAGLER DR	FULL SIGNAL
27450	EVERNIA ST	FLAGLER DR	FULL SIGNAL
26130	PALM BEACH LAKES BLVD	FLAGLER DR	FULL SIGNAL
27150	BANYAN BLVD	FLAGLER DR	FULL SIGNAL
27345	DATURA ST	FLAGLER DR	FULL SIGNAL
27530	HIBISCUS ST	DIXIE HWY	FULL SIGNAL

27540	HIBISCUS ST	OLIVE AVE	FULL SIGNAL
27124	BRANDYWINE RD	VILLAGE BLVD	FULL SIGNAL
27489	FERN ST	TAMARIND AVE	SCHOOL SIGNAL
27100	BANYAN BLVD	TAMARIND AVE	FULL SIGNAL
26300	7TH ST	TAMARIND AVE	FULL SIGNAL
31115	PINE TERRACE	OLIVE AVE	FULL SIGNAL
31100	NOTTINGHAM BLVD	GEORGIA AVE	FULL SIGNAL
29900	TUSCALOOSA ST	PARKER AVE	SCHOOL SIGNAL
29880	TALLAPOOSA ST	GEORGIA AVE	FULL SIGNAL
29875	TALLAPOOSA ST	LAKE AVE	SCHOOL SIGNAL
33700	COSTELLO RD	OLIVE AVE	FULL SIGNAL
33600	FOREST HILL BLVD	OLIVE AVE	FULL SIGNAL
32610	PALMETTO ST	LAKE AVE	FULL SIGNAL
32570	HIGHLAND DR	PARKER AVE (PALMETTO ELEM SCH)	SCHOOL SIGNAL
32250	BUNKER RD	GEORGIA AVE	FULL SIGNAL
32225	BUNKER RD	LAKE AVE	FULL SIGNAL
22328	SHILOH DR	VILLAGE BLVD/KEATS GROVE LA	FULL SIGNAL