

RESOLUTION NO. 33-04-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PROVISION OF TRAFFIC ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (“County”) believes that centralizing the installation, operation and maintenance of traffic control devices on the major roadways throughout the County by the County is the most economical and efficient means of providing such needed services; and

WHEREAS, in the furtherance of centralized mutual traffic functions, the Town has agreed the transfer to the County, certain authority, responsibilities and duties as set forth in the Interlocal Agreement (“Agreement”) between the parties, for the provision of traffic engineering services by the County to the Town, in the Agreement attached hereto as **Exhibit “A”**; and

WHEREAS, this Agreement will supercede the previous Interlocal Agreement between the parties dated March 7, 1978; and

WHEREAS, Town staff has recommended that the Town Commission enter into this Agreement with the County, and that the Mayor be authorized to execute the Agreement on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement between the Board of County Commissioners of Palm Beach County and the Town of Lake Park to Provide Traffic Engineering Services which is attached hereto as **Exhibit "A"**.

Section 3. This Resolution shall take effect immediately upon its adoption.

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

	AYE	NAY
MAYOR PAUL W. CASTRO	Absent	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 33-04-07 duly passed and adopted this 4 day of April, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: Edward Daly
PAUL W. CASTRO
MAYOR

ATTEST:

Vivian Mendez
Vivian Mendez
TOWN CLERK



FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas Baird
THOMAS BAIRD
TOWN ATTORNEY

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK
TO PROVIDE TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of JUN 05 2007
2007, by and between:

THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"; and

THE TOWN OF LAKE PARK, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "THE TOWN."

WITNESSETH:

WHEREAS, Section 316.006(2), Florida Statutes, grants municipalities original jurisdiction over all streets and highways located within their boundaries, except State roads, and grants said municipalities authority to place and maintain traffic control devices which conform to the Manual on Uniform Traffic Control Devices for Streets and Highways and specifications of the State Department of Transportation upon all streets and highways under their original jurisdiction, as they shall deem necessary, to indicate and to carry out the provision of Chapter 316 or to regulate, warn, or guide traffic; and

WHEREAS, the COUNTY presently has traffic engineering expertise and technical capability as authorized by Section 316.006(3), Florida Statutes; and

WHEREAS, the COUNTY has determined that centralizing the installation, operation, and maintenance of traffic control devices on the major roadways throughout Palm Beach County, Florida, in one responsible governmental entity is the most economical and efficient means of providing such needed services; and

WHEREAS, in furtherance of the centralization of mutual traffic functions, THE TOWN has agreed to transfer and the COUNTY has agreed to accept certain authority, powers, responsibilities and duties as enumerated herein formerly exercised by THE TOWN pertaining to the planning, installation, operation and maintenance of traffic control devices and on certain roadways and signalized intersections in accordance with the terms and conditions of this Agreement; and

WHEREAS, as a part of the consideration for the entering into of this Agreement, the COUNTY has agreed to assume the current funding obligation for the continued operation of the traffic design and signalization responsibilities transferred hereunder, pursuant to the terms of this Agreement; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes the COUNTY to enter into Agreements with other governmental agencies within or outside the boundaries

of the COUNTY for the performance of the COUNTY of certain of THE TOWN'S authorized functions.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. TRANSFER OF FUNCTIONS AND DUTIES

THE TOWN agrees to transfer to the COUNTY, and the COUNTY agrees to accept and perform the following functions and duties on certain major roadways and signalized intersections in order to protect the welfare of the public, which functions and duties were formerly performed by, or the responsibility of THE TOWN.

- (a) Install stop or yield signs necessary to govern traffic.
- (b) Maintain, operate and upgrade as necessary existing traffic signals.
- (c) Install, maintain and operate new traffic signals where warranted (Town Commission approval will be required prior to the installation of a traffic signal at the intersection of two TOWN streets), and Town Commission approval will be required prior to the removal of any traffic signal covered by this Agreement.
- (d) Prohibit or restrict traffic movements including left, right and U turns.
- (e) Install and maintain-traffic markings including crosswalks, safety zones and traffic lane striping.
- (f) Designate one-way streets.
- (g) Establish no-parking, no standing, and no-stopping regulations.
- (h) Establish emergency and experimental regulations.
- (i) Establish on-street truck and passenger loading zones.
- (j) Establish speed limits.
- (k) Establish no passing zones.
- (l) Establish traffic control guidelines for all roadway construction and maintenance operations.
- (m) Prohibit use of streets by trucks.
- (n) Establish bridge loading restrictions.

The COUNTY shall perform the above-described functions and duties provided however, the COUNTY may assign to its Division of Traffic Engineering or any successor division which may be created, such ministerial tasks as it deems appropriate. The COUNTY shall be fully responsible for all items delineated in paragraphs (a) through (n) above and THE TOWN shall have no duties or obligations whatsoever with regard to items delineated in paragraphs (a) through (n) above.

All signs, signals, markings, and the placement thereof shall be in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the State Department of Transportation.

2. ROADWAYS AND INTERSECTIONS AFFECTED

The transfer of functions and duties described in Section 1 above shall apply only to all signalized intersections and the following roadways.

<u>ROAD</u>	<u>LIMITS</u>
(a) Silver Beach Road	N. Congress Avenue to U.S. 1
(b) Old Dixie Highway	Within Town Limits
(c) Prosperity Farms Road	Within Town Limits
(d) Northlake Boulevard	Alt. A-1-A to West Town Limits
(e) N Congress Avenue	Within Town Limits
(f) Park Avenue West	Within Town Limits

At such time that any roadway within THE TOWN which is currently under the jurisdiction of the State of Florida is turned over to the COUNTY for maintenance and the COUNTY receives written notification thereof from THE TOWN, then that roadway shall be considered included in this Agreement.

The existing signalized intersections affected follow:

- (a) Palmetto Road/Lake Shore Drive and U.S. -1
- (b) Silver Beach Road and Old Dixie Hwy
- (c) Silver Beach Road and Broadway/U.S.- 1
- (d) Silver Beach Road and N. Congress Avenue
- (e) Northlake Boulevard and Alt A1A/10th Street/FEC R.R.
- (f) Northlake Boulevard and Old Dixie Hwy
- (g) Northlake Boulevard and Prosperity Farms Road
- (h) Northlake Boulevard and Mt Holly Drive
- (i) Northern Drive/Prosperity Farms Road and 10th Street
- (j) Northlake Boulevard and Jasmine Drive/Southwind Drive
- (k) Lowes and N. Congress Avenue
- (l) Park Avenue and Old Dixie Hwy/Railroad Avenue
- (m) Park Avenue and U.S. - 1
- (n) Park Avenue and 10th Street
- (o) Park Avenue West and N. Congress Avenue
- (p) Water Tower Road and N. Congress Avenue (Design in progress)

Any new signal installed by mutual agreement shall be considered part of this list for purposes of maintenance and control by the COUNTY.

3. RETENTION OF THE TOWN OF FUNCTIONS AND DUTIES NOT TRANSFERRED

It is specifically understood and agreed that all right and powers as may be vested in THE TOWN pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Chapter provisions of THE TOWN and not specifically transferred to the COUNTY hereunder shall be fully retained by THE TOWN. It is further understood and agreed that THE TOWN is not transferring any of its traffic enforcement functions, rights and duties together with all rights of enforcement of Town traffic ordinances or State traffic statutes.

4. TRANSFER OF OWNERSHIP OF TRAFFIC CONTROL DEVICES

THE TOWN agrees to transfer ownership to the COUNTY of all traffic control devices presently installed within and owned by THE TOWN within the roadways involved in this Agreement. The existing traffic signals involved are those listed in Section 2 of this Agreement.

5. PAYMENT OF UTILITIES FOR TRAFFIC CONTROL DEVICES

The COUNTY agrees to be responsible for and to pay all utility bills for traffic control devices enumerated in Section 2 of this Agreement.

6. COUNTY TO PROVIDE NECESSARY FINANCIAL SUPPORT UNDER AGREEMENT

The COUNTY agrees to provide in its annual budget the financial support necessary for the purposes set forth in this Agreement.

7. APPLICATION FOR STATE AND FEDERAL GRANTS BY COUNTY

THE TOWN agrees to allow the COUNTY to apply for and accept any State or Federal Grants, loans, or other programs, which may become available to the COUNTY by virtue of the transfer of this function from THE TOWN to the COUNTY.

8. TOWN ORDINANCES TO CONFORM TO AGREEMENT

THE TOWN agrees to make whatever changes to its code of ordinances that are necessary to fully implement the provisions of this Agreement.

9. REQUESTS OF THE TOWN

Subject to budgetary and financial considerations, the COUNTY and the Traffic Engineering Division of the COUNTY agree to implement all reasonable written requests of THE TOWN promulgated by Resolution of the Town Commission for the installation, retention, or removal of traffic control devices within THE TOWN and further agree to implement all reasonable request of THE TOWN with regard to any of the duties and functions specified in paragraph 1 above, so long as such requests accord with the Manual on Uniform Traffic Control Devices for Streets and Highways and specifications of the State Department of Transportation and commonly accepted standards of traffic engineering.

(a) Requests for new traffic signals shall be subject to a funding agreement for construction cost between the COUNTY and THE TOWN prior to installation.

10. CANCELLATION

This Agreement may be cancelled by THE TOWN or COUNTY upon ninety (90) days formal written notice. In the event of any cancellation the parties agree that the traffic signals shall remain at their respective locations subject to the following:

(a) Signals owned prior to this Agreement by THE TOWN shall become Town property and subject to Town ownership and control thereafter.

(b) Signals originally owned or constructed by the COUNTY may be purchased by THE TOWN upon notice to that effect from Town to COUNTY within sixty (60) days from date of cancellation.. If THE TOWN desires to retain these signals it shall pay the COUNTY for the COUNTY'S original cost thereof, 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 original cost of installation.

11. SUPERSEDE & RESEND

This Agreement Supersedes and resends the intergovernmental agreement entered between the COUNTY and THE TOWN on March 7, 1978.

(INTENTIONALLY LEFT BLANK)

In Witness whereof, the parties hereto have caused these presents to be executed the day and year first above written.

R2007 0840

JUN 05 2007

TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA by its Board of County Commissioners

By: *Edward Daly*
Mayor

By: *Addie L. Greene*
Addie L. Greene, Chairperson

By: *W.P. Davis*
Town Manager

Attested: _____
Sharon R. Bock, Clerk & Comptroller

TOWN OF LAKE PARK
SEAL

Attest: *Wanda...*
Clerk

By: *Nancy Powell*
Deputy Clerk



FLORIDA *Mark...* 4/5/07
Approval as to _____ Date
Form by Town Attorney

Mark... 5/23/07
Approval as to _____ Date
Form and Legal Sufficiency by
County Attorney

Dan... 04/27/07
Approved as to _____ Date
Terms and Conditions by
Engineering Department