RESOLUTION NO.: 21-05-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND PALM BEACH COUNTY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND USE OF PALM TRAN BUS SHELTERS IN THE TOWN OF LAKE PARK, AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; AND PROVIDING 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, it is the intent of Section 163.01, Florida Statutes, which is commonly known as the "Florida Interlocal Cooperation Act of 1969", to encourage cooperation between local government units in the provision of services and facilities for the needs of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Palm Beach County ("County") operates a public transit system (known as "Palm Tran") with routes which are situated within the Town's geographical boundaries, and which include public transit bus shelters which are in need of improvement, in addition to the construction of additional bus shelters which are proposed to be installed within public rights-of-way and easements adjacent to Palm Tran bus stops; and

WHEREAS, the purpose of this Interlocal Agreement is to enable the Town and the County to replace some of the Palm Tran's existing bus shelters, and to construct new bus shelters in additional locations with appropriate advertising to be placed thereon at Palm Tran bus stops located within the Town; and

WHEREAS, the Town Commission has determined that approving the Interlocal Agreement which is attached hereto and incorporated herein as **Exhibit "A"** is in the best interest of the health,

safety and general welfare of the Town and its citizens; and

WHEREAS, the Town Commission authorizes and directs the Mayor to execute the Interlocal Agreement in order to facilitate the planned installation of these new bus passenger shelters along existing Palm Tran routes within the Town.

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

Section 1. Incorporation of Recitals.

The whereas clauses are incorporated as true and correct findings of the Town Commission.

Section 2. Approval of Interlocal Agreement and Authorization to Execute.

The Mayor of the Town of Lake Park is hereby authorized and directed to execute the Interlocal Agreement with the County, which is attached hereto and incorporated herein as **Exhibit "A"** and which provides for the for the construction, installation, maintenance and use of Palm Tran Bus Shelters within the Town.

Section 3. Effective Date.

This Resolution shall take effect immediately upon its adoption.

INTERLOCAL AGREEMENT
FOR THE
CONSTRUCTION, INSTALLATION, MAINTENANCE AND USE
OF PALM TRAN BUS SHELTERS
BETWEEN
PALM BEACH COUNTY
AND
THE TOWN OF LAKE PARK

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2009, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to hereinafter as "County") and the Town of Lake Park, a Florida municipal corporation, by and through its Town Commission (referred to hereinafter as "Town").

WHEREAS, the County operates a public transit system (referred to hereinafter as "Palm Tran") with routes situated within the Town's geographical boundaries; and

WHEREAS, the County and Town agree that bus passenger amenities, including bus passenger shelters, located within the Town's boundaries should be improved and additional bus passenger shelters installed within public rights-of-way and easements adjacent to Palm Tran bus stops; and

WHEREAS, the County and Town desire to replace existing bus shelters and to construct additional new bus shelters with advertising placed thereon (also referred to herein as "advertising shelters"), at appropriate Palm Tran bus stops located within Town; and

WHEREAS, the County has a third party contract with CBS Outdoors, Inc., the assignee of NextMedia Outdoor, Inc. (also referred to herein as "CBS") for the construction, installation, maintenance, cleaning and placement of advertisements upon bus shelters located within the unincorporated areas of the County and within certain municipalities that have granted to County the right to construct shelters and place advertisements thereon; and

WHEREAS, under the terms of CBS's Contract with County, consisting of a Contract between County and NextMedia Outdoors, Inc. dated December 4, 2001, a Supplemental Agreement thereto dated April 1, 2003, a Second Amendment dated August 19, 2003, and a Consent to Assignment and Assumption of Agreement with CBS Outdoors, Inc. including a Third Amendment dated October 25, 2008 (which third party contract and all supplements and amendments thereto may also collectively be referred to herein as "CBS's Contract with County"), CBS is to let advertising space upon advertising shelters and remit to County, on a monthly basis, a sum of money for each advertising shelter constructed and installed, a portion of which County is willing to

pass through to Town as provided in this Agreement; and

WHEREAS, to encourage the placement of bus shelters at bus stops within the incorporated areas of Palm Beach County and for the purpose of achieving consistency in its bus shelter program, the County is willing to administer a "bus shelter program" overseeing and consisting of the construction, installation, maintenance, cleaning, and placement of advertisements upon advertising shelters located within the Town's jurisdiction; and

WHEREAS, the Town wants the County to implement County's bus shelter program within the Town and desires to grant to County the exclusive right to construct, install, maintain, clean and place advertisements upon advertising shelters located at certain Palm Tran bus stops situated within Town's municipal boundaries and to receive from County certain revenue payments resulting from the placement of advertisements upon advertising bus shelters located within Town; and

WHEREAS, Town acknowledges that County has and may contract with third parties for the purpose of implementing County's "bus shelter program," (also referred to herein as "Program") and that County may authorize CBS or any assignee, successor or other third party contractor approved by County, to exercise any of the rights granted to County in this Agreement; and

WHEREAS, Town acknowledges that any advertising shelters constructed in Town will not be fully amortized on the date CBS's Contract with County expires; and

WHEREAS, Town has reviewed CBS's Contract with County and has familiarized itself with its terms and conditions; and

WHEREAS, a copy of the Contract between County and NextMedia Outdoors, Inc. dated December 4, 2001, which was assigned to CBS is attached hereto as Exhibit A; and

WHEREAS, Town has been advised that the County may restructure and modify the Program's scope so as to encompass advertisements placed upon other structures or vehicles (including but not limited to benches and buses) and modify other aspects of the Program, and initiate a solicitation process to obtain a new or successor third party contractor(s); and

WHEREAS, Town has represented to County that the Town will not seek to withdraw from participation in the County's Program as a result of a change in the County's third party contractor or modifications made to the County's Program and that Town will take all reasonable actions needed to enable it to continue to participate in the Program, as the Program may be modified from time to time by County; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the foregoing and the other mutual promises and covenants contained herein, the parties agree as follows:

Section 1. Incorporation of Facts: The facts set forth above in the preamble to this Agreement are true and correct and incorporated herein by reference.

Section 2. Representative and Contract Monitor: The County's representative and contract monitor during the term of this Agreement shall be the Executive Director of Palm Tran whose telephone number is (561) 841-4200. The Town's representative and contract monitor during the term of this Agreement shall be the Town Manager whose telephone number is (__) _____.

Section 3. Effective Date, Term and Renewal: This Agreement shall take effect upon the date executed by the County, having previously been executed by Town, and shall remain in full force and effect until terminated as provided herein.

Section 4. Placement of Bus Shelters:

A. Coordination: The County, through its third party bus shelter program contractor (currently CBS), shall coordinate the placement and installation of advertising shelters at appropriate bus stop locations within Town's geographical boundaries at sites approved by Town's and County's contract representatives or their designees as identified in Exhibit B; provided, that, sufficient right of way exists at each site for the installation and placement of a shelter, the shelter can be constructed in accordance with applicable safety standards, site conditions are appropriate for a shelter location, the site conditions are acceptable to the County, and the location is acceptable to County's third party contractor. The parties may modify or supplement the list of sites set forth in Exhibit B upon the written authorization of the parties' respective contract representatives or their designees.

B. Location: All bus shelters shall be located within the public rights-of-way or upon other real property which is subject to an easement, substantially in the form attached hereto as Exhibit C, in favor of County for the public transit purposes described in this Agreement. A copy of the standard form used by County for the grant of a Public Transit Bus Shelter Boarding and Alighting Area Easement is attached hereto as Exhibit C. Each bus shelter constructed within the Town's limits will be illuminated and installed on existing sidewalk or its own concrete foundation in accordance with the applicable building codes of the Town and the County. Each location should also include the addition of such appropriate sidewalk area as is

necessary to insure a clear and un-obstructed path from the existing sidewalk to the shelter and from the shelter to the bus loading area. County shall advise its third party bus program shelter contractor ("also referred to herein as "third party contractor" or "Contractor') that shelters should be located so as to not cause any site obstructions with intersections or driveways. In the event the Town or County deems it is necessary to remove or relocate a bus shelter after it has been constructed, the cost of removal and/or movement to another site shall be in accordance with paragraphs C and D below and as otherwise provided in this Agreement.

C. Relocation or Removal of Shelters: The County will be responsible for the costs of removing and/or relocating an advertising shelter that is removed or relocated solely as a result of a modification to or discontinuance of a Palm Tran bus route. Removal costs will include the restoration of the right-of-way's landscaping and the installation of grass and landscaping. Should a shelter need to be removed and/or relocated as a result of an action by the Town (*e.g.*, roadway or right-of-way improvements, alterations or abandonments, traffic calming measures, street closure, termination or non-renewal of this agreement or other action taken by the Town), all costs of the removal and/or relocation, including but not limited to grass and landscaping, shall be the responsibility of the Town, including but not limited to, all costs which are or would be the responsibility of the County under its third party contract with CBS or any successor contractor. Should a shelter need to be removed and/or relocated as a result of a new development, the Town shall be responsible for all of the removal and/or relocation costs or it may insure that the costs are paid by the developer. Town may also obtain an easement from the developer, for the benefit of County, and have the developer pay the cost of removal and/or relocation to the new easement site. In either case, the Town shall reimburse or insure that the County is reimbursed for all of the County's costs. The removal and relocation costs of an advertising shelter may also be offset against and deducted from the revenues to be paid to Town, as deemed appropriate by County, from the revenue stream derived from the advertising shelters located within the Town. These costs and the method used to determine them shall be those established in County's contract with its third party contractor. Said costs are currently described in CBS's Contract with County which is attached hereto as Exhibit A, and may be adjusted, on an annual basis, as described therein. In the event the advertising revenues are not sufficient to pay all the costs described in this Agreement, the Town will remit payment for any shortage directly to the County within thirty (30) days of its receipt of an invoice for payment. Title to any non-advertising shelter owned by the Town which the County removes and does not relocate to another site in the Town shall become the property of County unless the Town requests, at the time of removal, that title be transferred to or retained by the Town and Town immediately takes physical possession of the shelter.

D. Non-Advertising Shelters: The parties acknowledge that the primary purpose of this Agreement is to establish a bus shelter program which utilizes bus shelters upon which advertisements are placed to offset the costs of construction,

installation, maintenance, cleaning and repair. The Town further acknowledges that the decision to allow non-advertising bus shelters within the Town under the County's bus shelter program described in this Agreement is vested solely in the County. Accordingly, the County may limit the number of non-advertising shelters which can be constructed and installed under this Agreement. In the event the Town shall request that non-advertising shelters be installed within the Town, such shelters must be constructed, installed, maintained, cleaned and repaired by County's third party contractor, if so required by County, and the Town shall be responsible for all costs associated with the non-advertising bus shelters, including but not limited to all construction, installation, repair, removal, relocation, maintenance and cleaning costs. These costs and the method used to determine them shall be those established in County's then current contract with its third party contractor. Said costs are currently described in CBS's Contract with County's which is attached hereto as Exhibit A, and may be adjusted, on an annual basis, as described therein. The estimated preliminary cost of the construction and installation of a non-advertising shelter shall be remitted to County with the Town's request for the installation of a non-advertising shelter. All other costs (*e.g.*, maintenance, cleaning, repair, removal, relocation, construction, installation costs in excess of the preliminary estimate paid to County, and any unpaid costs of construction and installation of a non-advertising shelter may, in the sole discretion of County, be offset against and deducted from the revenues to be paid to Town from the revenue stream derived from the advertising shelters located within the Town. In the event the advertising revenues are not sufficient to pay all the costs described in this Agreement, the Town will remit payment for any shortage directly to the County within thirty (30) days of its receipt of an invoice for payment.

Section 5. License Agreement:

A. Right to Use: The Town does hereby grant to County an exclusive and irrevocable right, privilege, license and permit to use the sites identified and listed in Exhibit B, as the list may be modified from time to time by the parties' contract representatives, for the construction, installation, maintenance, repair, removal, relocation, improvement, access and use of a public transit bus shelter boarding and alighting area. Such use may also include, but is not limited to a transit passenger shelter, with seating area, trash receptacles, bike racks, advertising, informational signage, lighting, landscaping and pavers. The shelter sites shall be located within the public rights-of-way which are dedicated to, owned or controlled by the Town or the public, (including such rights-of-way dedicated to, owned or controlled by the Florida Department of Transportation (FDOT) upon which the Town has been authorized, by law or agreement, to install shelters). The sites may also be located within easements granted to County by Town or by a third party. The easements granted to County shall be substantially in the form attached hereto as Exhibit C or the use of the easement area must be otherwise approved by the County's contract representative or his designee. All bus shelters shall be placed within the public rights-of-way unless a specific easement, permit or license has been granted to County by the Town or a third party, or the easement area is approved for use as provided herein. Any proposed

shelter site located outside of a public right-of-way shall require the approval of the County's contract representative.

B. Interference with Use: Town shall take no action which interferes or may interfere with County's use of a bus shelter site or would permit a third party to interfere with County's use of a bus shelter site, as contemplated under this Agreement, CBS's Contract with County, any successor contractor, or County's bus shelter program. Town shall be responsible for all costs arising out of the removal and/or relocation of any bus shelter including but not limited to, land acquisition, landscaping and utility relocation costs, if any. Town shall be responsible for all costs which are or would be the responsibility of the County under its third party contract, currently with CBS, as a result of the Town's revocation of any right, privilege, permit or license granted hereunder or Town's termination of this Agreement.

Section 6. Advertising: Any advertisements placed upon advertising bus shelters installed within Town's boundaries will comply with the advertising space requirements and standards established in County's contract with its then current third party contractor. The advertising standards for the current third party bus program shelter contractor are set forth in the CBS's Contract with County attached hereto as Exhibit A. The Town agrees that it will not allow any advertisements, notices, messages or signage to be placed or installed upon any non-advertising shelter, including the trash receptacle, except for a sign clearly indicating the party responsible for the maintenance and cleaning of the shelter and a telephone number to which complaints may be reported. County may also post or install in all advertising or non-advertising shelters signs, decals, messages, informational displays or notices regarding public transportation services. Town agrees that the rights granted hereunder are exclusive to County and preclude bus bench(es), shelters, receptacles or any other type or form of street furniture from being constructed, located or installed within one hundred feet (100') of a bus shelter, by any other person or entity. Town further agrees that such restriction is reasonable, appropriate and needed to facilitate the maintenance of the site, to insure safe access to and visibility of the site, to eliminate confusion, visual obstructions and distractions, and to otherwise foster the safety, convenience and comfort of the users of County's public transit system and the health, safety and welfare of the citizens of Town and County.

Section 7. Maintenance: Under the terms of the County's current third party contract, CBS is responsible for all maintenance, repair and cleaning of all bus shelters, including routine pressure washing. CBS is currently required to provide garbage pick-up at least once a week with more frequent pick-ups for heavily used sites.

Section 8. Pass Through to the Town: The County shall pass through to the Town or County may require its third party contractor to pass through to the Town the net advertising revenues (*i.e.*, received monthly shelter revenues reduced by any advertising and non-advertising shelter expenses for which the Town is responsible and

for which payment has not been received) received from County's third party contractor for the construction and installation of bus shelters with advertising which are placed within the Town's boundaries. The monthly shelter revenue to be generated from each advertising shelter is currently specified in CBS's Contract with County, attached as Exhibit A. The County shall endeavor to provide or pass through the funds due to the Town, on a monthly basis, within thirty (30) days of County's receipt of the funds from its Contractor. The Town shall be responsible for the same non-advertising shelter expenses that the County is responsible for under its then current third party contract and the costs of relocation and removal of advertising and non-advertising shelters as further described in Section 4 of this Agreement. Town shall fully cooperate with County in any audit that County or its Clerk & Comptroller may perform so as to insure that funds are distributed and paid in accordance with the provisions of this Agreement.

Section 9. Title: The Town acknowledges that it does not have title to nor any interest in the advertising and non-advertising shelters constructed and installed under this Agreement, unless the parties' contract representative determine that a non-advertising shelter paid for by Town is to be owned by the Town. Title to the advertising shelters will be vested in County's current third party contractor, CBS, for the duration of CBS's Contract with County, subject to the County's rights and interest in the shelters in accordance with Article 8 of CBS's Contract with County. Town hereby grants to County title to all non-advertising shelters constructed within the Town, unless the parties' representatives agree that title is vested in the Town. Town acknowledges that the terms and conditions of this Agreement provide sufficient consideration for such conveyance of title. County may sublease any or all non-advertising shelters to CBS (or any successor third party contractor) as deemed appropriate by County.

Section 10. Reporting: County shall provide a monthly report to the Town identifying the number of advertising shelters located within the Town during the previous month for which payments are being passed through to the Town. The report shall also identify any offsets or deductions and the purposes for which they were made.

Section 11. Access and Audits: The County will maintain adequate records of all bus shelters constructed by its bus shelter contractor(s) and all funds received for at least three (3) years or such lesser period of time required by County's records custodian for maintenance of public records. The Town will have access to County's non-confidential and non-exempt books, records, and documents pertaining to this Agreement for the purpose of inspection or audit during normal business hours.

Section 12. Suspension of Revenue Payments: Upon the expiration or the termination of the County's contract with its third party contractor (currently CBS), the advertising revenue payments to the Town shall be suspended and no payments shall be due to Town during the months when the payments are suspended. Advertising revenue payments shall not be reinstated until such time as the County has obtained a

new third party bus shelter program contractor, who has begun making payments to County. In the event Town shall terminate this Agreement or shall withdraw from or refuse to participate in County's bus shelter program, then Town shall be responsible for all costs associated with the maintenance and/or removal of the shelters and shall reimburse County for all sums paid by County to maintain and/or remove the shelters located within Town's geographical boundaries from the date of said termination, withdrawal or refusal. This obligation shall be in addition to any obligation of the Town under any other provision of this Agreement.

Section 13. Breach and Opportunity to Cure: The parties expressly covenant and agree that in the event either party is in default of a material obligation under this Agreement, the party not in default shall provide to the defaulting party ninety (90) days written notice of the default, during which time the defaulting party may cure the breach, except if the default is limited solely to the failure to remit any payments due the non-defaulting party, the non-defaulting party may terminate after forty-five (45) days notice during which time the defaulting party may cure. In the event the defaulting party fails to cure the breach, the non-defaulting party may terminate this Agreement.

Section 14. Termination: The County may terminate this Agreement, with or without cause, upon ninety (90) days notice to the Town. The Town may terminate this Agreement after having given ninety (90) days notice of its intent to terminate, to the County, if the County's contract with its third party bus shelter program contractor has expired or terminated and:

1. The County has failed to obtain a new contractor within a reasonable period of time; provided, however, that this period of time shall be extended, if the County is unable to select a replacement contractor as a result of a protest, stay or any other administrative or legal action commenced against the County which affects the County's selection of a vendor or award of a contract for a bus shelter program, or

2. The terms and conditions of the new contractor's responsibilities are substantially different from the terms and conditions of CBS's Contract with County (excluding differences arising out of the restructuring, broadening or narrowing of the scope of the Program as contemplated in the Preamble to this Agreement).

Notwithstanding anything contained in this section or any other section of this Agreement, the Town shall be responsible for all costs, including but not limited to, the "cost of construction less depreciation" also referred to as the "unamortized cost," as that term is defined in Article 8 of CBS's Contract with County (See Section 8.3 for definition of term upon expiration of contract, Section 8.4 for definition of term upon termination for default, and Section 8.5 for definition of term upon termination for convenience), which costs are, would or may be found to be, in law or equity, the

responsibility of the County under its third party contract, currently with CBS, and which arise out of or relate to the exercise of the Town's rights under this Agreement, the Town's breach of this Agreement, or the County's breach of its contract with its third party contractor, currently CBS, if such breach by County arises out of or relates to any act or action taken by Town or required of County by Town. Nothing contained in this Agreement shall be construed as or shall act as a waiver, a release, or a transfer of Town's obligations to County as they relate to non-advertising shelters. Town shall be solely responsible for all costs associated with the non-advertising bus shelters, including but not limited to, all construction, installation, land acquisition, utility relocation, repair, removal, relocation, maintenance and cleaning costs, regardless of whether County is in breach of any provision of this Agreement. Nothing contained in this Agreement shall expand County's obligations under its third party contract, currently with CBS, make the County liable for any incident, act or omission which County has not expressly accepted liability for under its contract with CBS, or make the Town, its residents or any other person or entity, a third party beneficiary under the County's third party contract, currently with CBS.

Section 15. Liability: The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes. This provision shall not be construed so as to limit or prevent the Town from being liable or responsible for all costs which are or would be the responsibility of County under its third party contract, currently with CBS, and which arise out of or relate to the exercise of the Town's rights under Section 14 or any other section of this Agreement.

Section 16. Notice of Complaints or Suits: The Town will promptly notify County of any citizen complaint, claim, suit, or cause of action threatened or commenced against Town or County which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or Palm Tran, Inc. is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Section 17. Non-Assignment: The Town shall not convey, assign, sublet or transfer, in whole or in part, its rights, title to or any interest in this Agreement, or any advertising shelter acquired, constructed, installed or maintained under this Agreement without first obtaining the prior written consent of the County which consent may be withheld for any reason or no reason at all.

Section 18. Annual Appropriation: The parties' respective performance and the fulfillment of their obligations under this Agreement are contingent upon an annual appropriation for the purposes of this Agreement by each party's respective legislative

body. Town represents that it has sufficient revenues available from ad valorem and non ad valorem revenues to fund its responsibilities under this Agreement.

Section 19. Enforcement Costs: Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 20. No Agency Relationship: Nothing contained herein shall create an agency relationship between the Town and the County or the Town and Palm Tran, Inc.

Section 21. Application of Federal Law: The Town acknowledges that Federal laws, regulations, policies and related administrative practices may be applicable to the County's bus shelter program and to the purposes of this Agreement. The Town agrees that this Agreement may be modified by County upon notice to the Town and without further act of the parties, to conform to the most recent Federal laws, regulations, policies and related administrative practices made applicable to the County and its third party bus shelter program, as a result of County's status as a grant recipient of Federal funds from the U.S. Federal Transit Administration.

Section 22. Modification of County's Third Party Bus Shelter Program: The Town acknowledges and agrees that County may, from time to time, modify its bus shelter program and/or amend its contract with CBS, that County has amended its contract with CBS, and that County may enter into a contract with another or a successor third party bus shelter program contractor, and that the terms and conditions of such amendment or successor contract will become applicable to, and revise and/or impact the terms and conditions of this Agreement unless specifically prohibited by County under such amendment or successor contract. The Town further acknowledges and agrees that the terms and conditions of such amendment(s) or successor contract(s) shall apply to, affect or determine the terms and provisions of the County's bus shelter program and the advertising revenues to be paid to Town. In addition, the parties agree that this Agreement shall not be construed to nor is it intended to create, transfer or vest in Town any of the County's rights, duties or obligations under the County's contract with CBS or under the County's contract with any other third party bus shelter program contractor except as maybe expressly provided for in this Agreement. In the event County breaches its contract with CBS or any other third party bus shelter program contractor, Town's rights and remedies shall be solely limited to those set forth in this Agreement.

Section 23. Notice: All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County: As to the Town:

Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

Lake Park, Town Manager
535 Park Ave.
Lake Park, FL 33403

Either party may change its address upon notice to the other.

Section 24. Modification and Amendment: Except as expressly permitted in Sections 4, 21 and 22, and in any other provision of this Agreement 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.

Section 25. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or 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 26. No Waiver: No waiver of any provision(s) of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 27. Joint Preparation: 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 28. Equal Opportunity: The County and Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 29. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 30. Survivability: Any term, condition or provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term or expiration of this Agreement, shall survive its expiration or earlier termination including but not limited to those terms, conditions and provisions set forth in Sections

4.C and D., 5, 6, 8, 11, 12, 14, 15, 16, 18, 19 and 25.

Section 31. No Intended Third Party Beneficiaries: This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County or Town. Town further acknowledges and agrees that it is not an intended third party beneficiary under CBS's Contract with County.

Section 32. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 33. Entirety of Agreement: This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, whether written or oral, relating to this Agreement.

Section 34. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal

Agreement on the day and year first written above.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, by
its BOARD OF COUNTY COMMISSIONERS

By:_____
Chair

ATTEST:

By:_____
Town Clerk

TOWN OF LAKE PARK, by its
TOWN COMMISSION

By:_____
Mayor

Approved as to Form and
Legal Sufficiency

_____
County Attorney

Approved as to Terms and
Conditions

_____
Chuck Cohen, Executive Director
Palm Tran

Accepted & Aprroved
CBS Outdoors, Inc.

By:_____

_____
Print Name and Title

Approved as to Form and
Legal Sufficiency

_____
Town Attorney

G:\...\ABusShelterLakePark2-20-09.pl
2009 Rev Standard Form

Exhibit A

Contract between Palm Beach County
and
NextMedia Outdoor, Inc.

Copy of the contract between Palm Beach County, Florida and NextMedia, Inc. dated December 4, 2001. Assigned to CBS Outdoors, Inc.

Exhibit B

Bus Shelter Sites

The following bus shelters sites may consist of existing sites located within the Town's geographic boundaries and new sites identified by the parties for the installation of Palm Tran bus shelter. The Town grants to County an exclusive and irrevocable right, privilege, license and permit to construct, install, maintain, repair, remove, relocate, improve, access and use the sites identified below for a public transit bus shelter boarding and alighting area, as such use is further described in the parties' Interlocal Agreement.

Existing Sites

On Street	Cross Street/location	Palm Tran Bus Stop #

New Sites

On Street	Cross Street/location	Palm Tran Bus Stop #
CONGRESS AVE	Between SILVER BEACH Rd & NORTHLAKE BLVD	

Exhibit C
Standard Form Currently in Use by County for

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

	AYE	NAY
MAYOR DESCA DUBOIS	✓	
VICE-MAYOR JEFF CAREY	✓	
COMMISSIONER ED DALY	✓	
COMMISSIONER PATRICIA OSTERMAN	✓	
COMMISSIONER KENDALL RUMSEY	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 21-05-09 duly passed and adopted this 26th day of May, 2009.

TOWN OF LAKE PARK, FLORIDA

BY: Desca DuBois
DESCA DUBOIS
MAYOR

ATTEST:

Jessica Shepherd
JESSICA SHEPHERD
DEPUTY TOWN CLERK

(TOWN SEAL)

TOWN OF LAKE PARK
SEAL
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY