



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$8,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$8,000>	-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>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

Transportation Improvement Fund  
 Delray Beach Pedestrian Countdown Signal  
 Municipal Participation  
 Pavement Marking & Signals

C. Departmental Fiscal Review: R.D. Ward 11/6/06

**III. REVIEW COMMENTS**

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

Elizabeth Bresser 11/30/06  
 OFMB  
 11-30-06  
Mr. J. Jacob 12/5/06  
 Contract Dev. and Control  
 11-29-06/1/5/06

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

This Contract complies with our contract review requirements.

Mark R. [Signature] 12/7/06  
 Assistant County Attorney

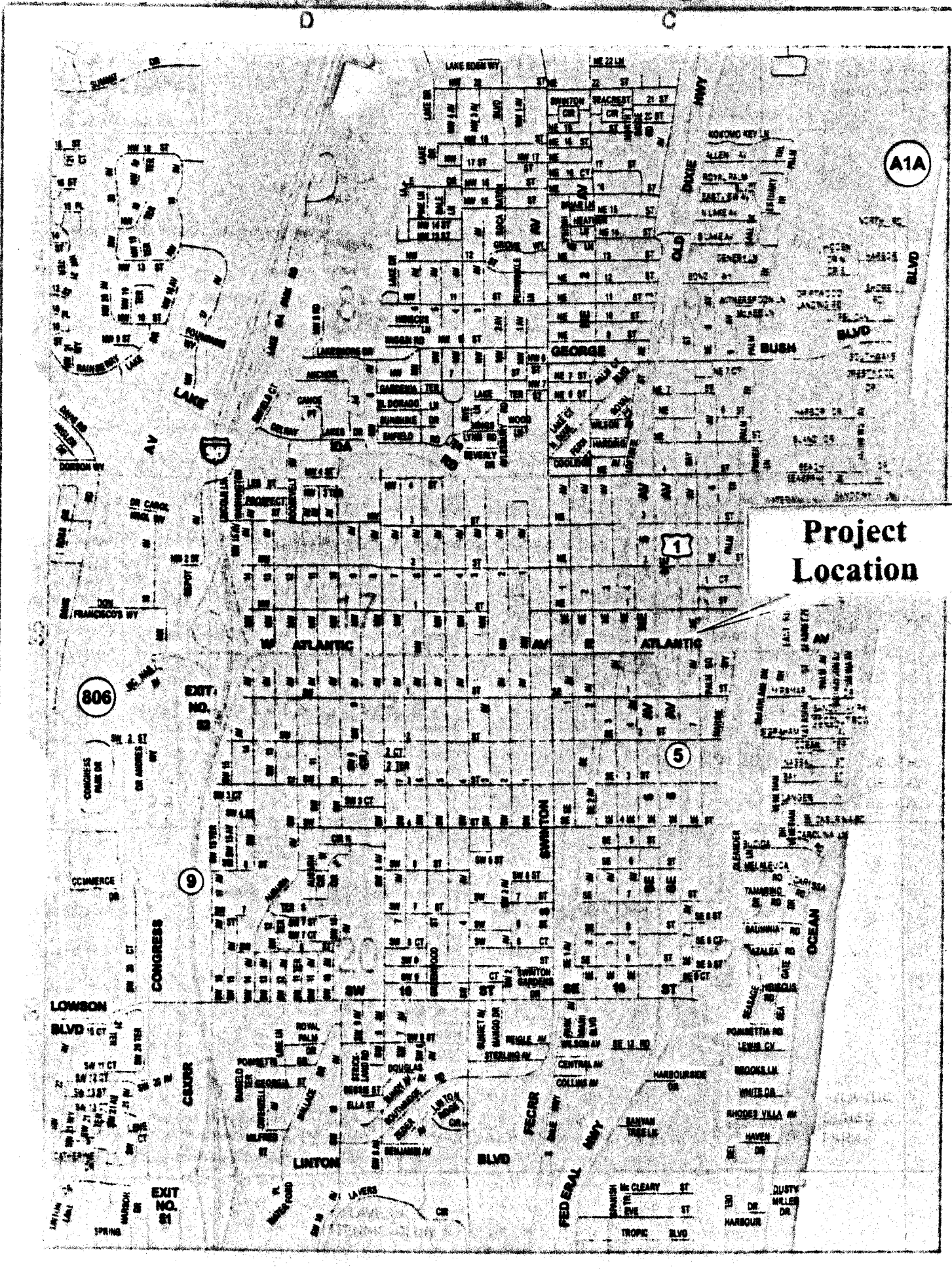
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**Background and Justification: (Continued)** Both intersections are located within the incorporated limits of the City of Delray Beach. E. Atlantic Avenue, west of southbound US Highway 1 is maintained by the City of Delray Beach, while E. Atlantic Avenue, east of US Highway 1, as well as both northbound and southbound US Highway 1, are State maintained highways. As the maintaining agency for the traffic signals at these two locations, the County will provide and install the pedestrian count signals. The City of Delray Beach agreed to reimburse the County for the actual cost of the material and labor involved at the completion of the project. The project's total cost is currently estimated at \$8,000. There will be no cost to the County for this project.

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AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF DELRAY BEACH  
FOR  
JOINT PROJECT PARTICIPATION  
OF THE  
PEDESTRIAN COUNTDOWN SIGNALS AT THE INTERSECTIONS OF  
E. ATLANTIC AVENUE & NORTHBOUND AND SOUTHBOUND US 1 HIGHWAY

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY", and the CITY OF DELRAY BEACH, hereinafter referred to as "CITY",

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 with other localities on a basis of mutual advantage; and

WHEREAS, the CITY wishes to have pedestrian countdown signals be installed at the intersection of E. Atlantic Avenue and Northbound and Southbound US 1 Highway, hereinafter referred to as PROJECT; and

WHEREAS, E. Atlantic Avenue east of southbound US 1 Highway, and both southbound and northbound US 1 Highways are State-maintained highways within the City's limits; and

WHEREAS, E. Atlantic Avenue, west of southbound US 1 Highway is maintained by the CITY; and

WHEREAS, the COUNTY is the maintaining agency of the existing traffic signals at these two intersections;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CITY do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The COUNTY agrees to:
  - A. Design and obtain all required permits for the PROJECT.
  - B. Construct the PROJECT.
  - C. Assume maintenance responsibility upon completion of the PROJECT.
3. The CITY agrees to reimburse the COUNTY for the full cost of the PROJECT, including costs in excess of the estimate shown below and agrees to not unduly withhold any CITY permits that may be necessary. Final determination of costs will be developed based on the accrued cost of the PROJECT, including, but not limited to design, permit fees, inspection, and construction. Present estimated CITY cost is approximately \$8,000.

4. All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this Agreement may be terminated. However, once the design work of the PROJECT has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction of the PROJECT.
5. Final PROJECT cost shall be determined based on actual cost. Costs shall be adjusted by the Palm Beach County Engineering and Public Works Department. The CITY shall provide payment of the full cost of the PROJECT within 30 days of receipt of an official notice from the COUNTY.
6. The CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of the CITY'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY'S negligent acts or omissions.
7. 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 to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the CITY for the CITY'S negligent acts or omissions.
8. MISCELLANEOUS PROVISIONS:

Notices. All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail to the following addresses:

As to COUNTY: Palm Beach County Engineering Department  
 Attention: Dan Weisberg, P. E., Director  
 Traffic Division  
 PO Box 21229  
 West Palm Beach, FL 33416  
 Phone: 561-684-4030  
 Fax: 561-478-5770

As to CITY: City of Delray Beach  
 Attention: Randal L. Krejcarek, P. E.  
 City Engineer  
 434 South Swinton Avenue  
 Delray Beach, FL 33444  
 Phone: 561- 243-7336  
 Fax: 561- 243-7060

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

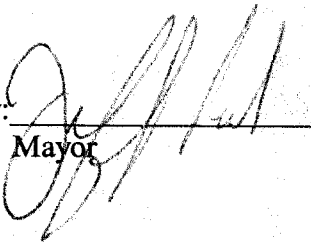
9. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.
10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given 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.
11. This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understanding or terms of any kind as conditions of inducement to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner as this AGREEMENT.
12. In the event any terms or provisions of this AGREEMENT shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of this AGREEMENT.
13. The COUNTY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for as least three (3) years after completion of the PROJECT. The CITY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.
14. The parties hereto 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, thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.
15. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this AGREEMENT shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this AGREEMENT.
16. This AGREEMENT shall become effective upon its execution by the COUNTY and the CITY.
17. This AGREEMENT may be terminated, in writing, by either party if the design work of the PROJECT has not commenced within twelve (12) months of the execution of this AGREEMENT by the respective parties subject to Paragraph 4.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the County of Palm Beach, Florida, has caused this AGREEMENT to be signed by the Chairman of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of this Board, pursuant to authority granted by said Board, and the City of Delray Beach has caused this AGREEMENT to be signed in its name by its MAYOR and its seal to be affixed hereto, attested by its CLERK, the date and year first above written.

CITY OF DELRAY BEACH

PALM BEACH COUNTY  
ITS' BOARD OF COUNTY  
COMMISSIONERS


By:   
Mayor

By: \_\_\_\_\_  
Chair

ATTEST:

ATTEST:

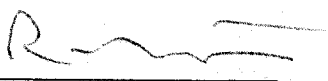
SHARON R. BOCK, CLERK &  
COMPTROLLER

By:   
Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Ass. CITY Attorney

By: \_\_\_\_\_  
COUNTY Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
ENGINEERING

2007- \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment

FUND Transportation Improvement

BGRV110106-54  
BGEX110106-329

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/01/06	REMAINING BALANCE
<b>REVENUES</b>								
<b>DELRAY BCH PEDESTRIAN COUNTDOWN SIGNAL</b>								
3500-361-1173-6994	Municipal Participation Prot	<u>0</u>	<u>0</u>	<u>8,000</u>	<u>0</u>	<u>8,000</u>		
<b>TOTAL RECEIPTS &amp; BALANCES</b>		258,623,782	258,968,782	8,000	0	258,976,782		
<b>EXPENDITURES</b>								
<b>DELRAY BCH PEDESTRIAN COUNTDOWN SIGNAL</b>								
3500-361-1173-6555	Pavement Markings & Signals	<u>0</u>	<u>0</u>	<u>8,000</u>	<u>0</u>	<u>8,000</u>	0	8,000
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		258,623,782	258,968,782	8,000	0	258,976,782		

Engineering & Public Works	SIGNATURE	DATE	By Board of County Commissioners
Administration / Budget Approval	<u><i>R. Wald</i></u>	<u>11/19/06</u>	At Meeting of <u>12/19/06</u>
OFMB Department - Posted	_____	_____	Deputy Clerk to the Board of County Commissioners