

**Meeting Date:** February 6, 2007      ☒ **Consent**      ☐ **Regular**  
    ☐ **Workshop**      ☐ **Public Hearing**

**Submitted For:** Traffic Division

## Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$405,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>&lt;\$405,000&gt;</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# 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:


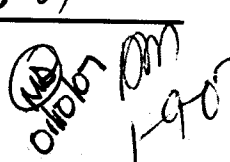
Transportation Improvement Fund  
Municipal Participation  
Pavement Marking & Signals

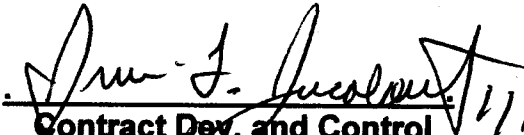
Bid Tabulation	\$367,349.60
Contingency	\$ 37,650.40
Project Cost	\$405,000.00
Municipal Participation	<\$405,000.00>
Fiscal Impact	\$ -0-

C. Departmental Fiscal Review: \_\_\_\_\_ 

## III. REVIEW COMMENTS

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

 1-10-07  
OFMB  
1-10-07  
 1-9-07

 1/12/07  
Contract Dev. and Control  
1/12/07

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

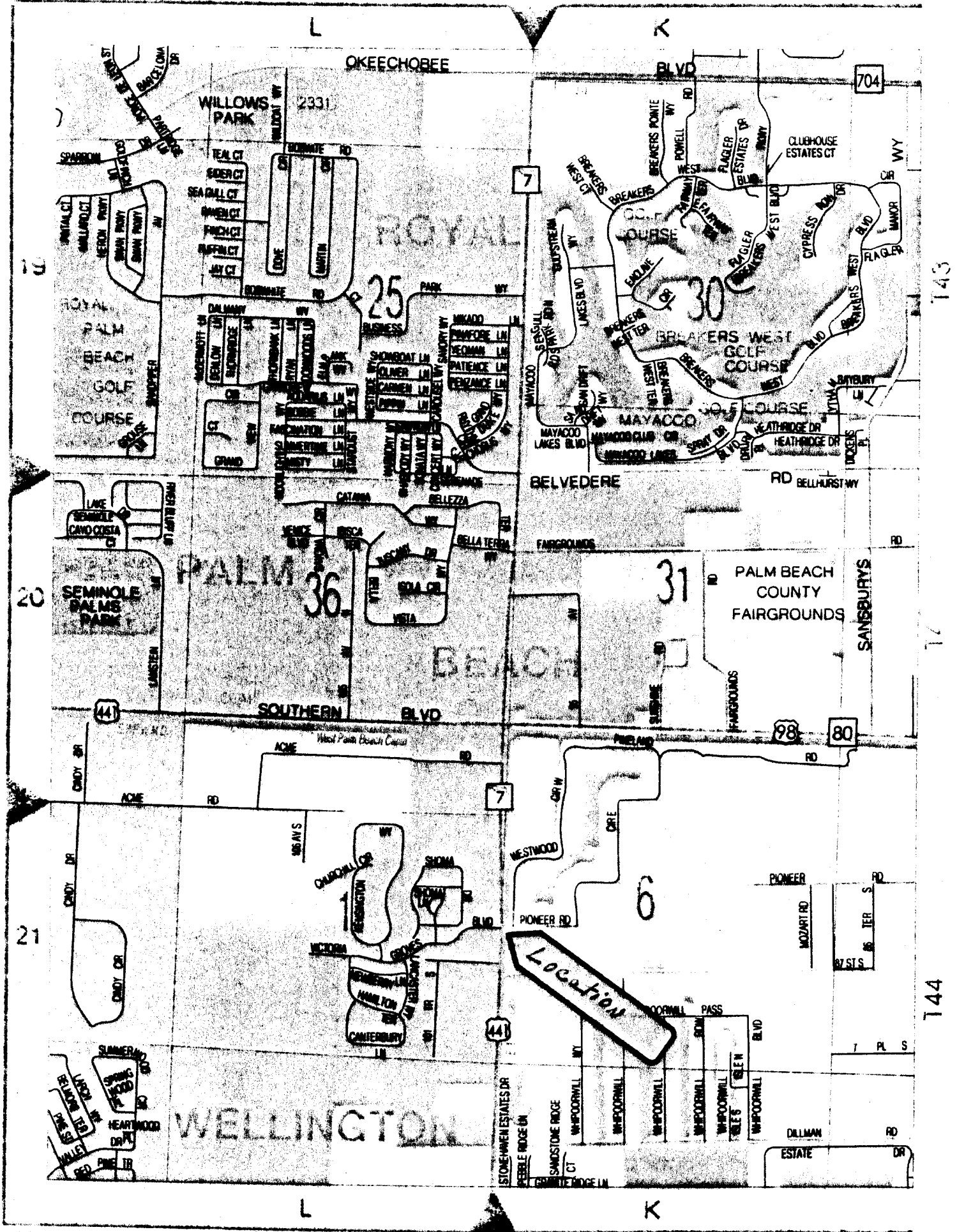
 1/16/07  
Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

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



**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE VILLAGE OF ROYAL PALM BEACH  
FOR THE FUNDING AND INSTALLATION OF A TRAFFIC SIGNAL ON SR 7**

**THIS INTERLOCAL AGREEMENT** is made and entered into this\_\_\_\_\_, day of \_\_\_\_\_, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the Village of Royal Palm Beach, a Florida municipal corporation, hereinafter referred to as the "Village".

**W I T N E S S E T H:**

**WHEREAS**, the County and the Village desire to work together to complete the installation of a traffic signal at the intersection of SR 7 and Victoria Groves Road located within the Village (the "Project"); and

**WHEREAS**, the County and the Village have agreed that the County will complete the Project installation and the Village will participate by funding the Project's installation costs as set forth hereinbelow; and

**WHEREAS**, the County has previously bid for a continual service contract for traffic signal construction and has agreed to include the Project as part of the construction scope of services in such service contract; and

**WHEREAS**, the Project shall benefit all residents of Palm Beach County utilizing this portion of SR 7; and

**WHEREAS**, Section 163.01, *Florida Statutes*, permits public agencies 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**, accomplishing this Project on an expedited basis will be in the best interests of those living in Royal Palm Beach and Palm Beach County residents traveling along this busy section of roadway.

**WHEREAS**, the Village of Royal Palm Beach has \$392,613.45 as of October 16, 2006 available from the Anthony Groves Commercial Developers to fund the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: GENERAL**

**Section 1.01 Recitals.** The foregoing recitals are true and correct and are incorporated

herein as if fully set forth.

**Section 1.02 Purpose.** The purpose of this Interlocal Agreement is to provide a mechanism for the County and the Village to cooperate in the installation and funding of the Project and thereby enhance the public safety of all County residents traveling along this section of SR 7 lying within the Village boundaries. The term of this Interlocal Agreement shall commence upon the Effective Date of this Interlocal Agreement set forth in Sec. 9.14 hereinbelow and shall expire upon the completion and total funding of the Project by the parties as set forth herein or two (2) years from the date of filing, whichever is sooner.

**Section 1.03 Reimbursement of Installation Costs to the County.** The Village agrees to reimburse the County for its costs expended by the County to install the Project and within thirty (30) days of receipt of documentation from the County satisfactory to the Village relating to such expenditure, including invoices, bids or agreements, as the case may be, together with evidence of payment thereof and such other documentation as may be reasonably required by the Village's Finance Department indicating the amount to be reimbursed. Reimbursement costs and fees are as follows:

- A. Actual costs of installation of the Project as outlined on the County's Bid Tabulation for the Project attached hereto as Exhibit "A" to this Agreement; and
- B. Notwithstanding anything to the contrary contained herein, the maximum amount the Village shall be obligated to contribute toward the Project shall be \$405,000.00.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

**Section 2.01 County's Responsibilities.** The County shall be responsible for all expenses associated with the physical installation of the Project as more fully set forth in Section 1.03 hereinabove. The Village shall be responsible for costs relating to Project's design, any pre-engineering work, and securing requisite permits and/or approvals. All of the County's installation work shall be made and performed in a good and workmanlike manner and in full compliance with applicable FDOT regulations, Village regulations and the provisions of this Interlocal Agreement.

**Section 2.02 Completion Time.** The County shall make all reasonable efforts to complete the Project as set forth in Exhibit A within one (1) year of the Effective Date of this Interlocal.

For purposes hereof, completion of installation shall mean issuance of a certificate of acceptance by FDOT or other applicable permit of any agency which has jurisdiction over the operation of such traffic signal indicating that such signal may be utilized on this roadway. In the event the County fails to install the Project in accordance with the above

schedule, the Village shall be entitled to terminate this Interlocal Agreement and provide for the installation of the Project through any other available means.

### **ARTICLE 3: FUNDING**

**Appropriation of Funds.** The Village shall ensure that appropriate funds required for construction of the installation of Project are available prior to the County commencing installation of the Project. All provisions of this Agreement which call for the expenditure of ad valorem tax money by either the County or the Village are subject to annual budgetary funding.

### **ARTICLE 4: USE OF THE PROJECT**

The Village warrants that the Project shall serve a public transportation purpose and benefit all residents of Palm Beach County traveling along this section of SR 7 road right-of-way where it intersects with the Victoria Groves Road right-of-way.

### **ARTICLE 5: TERMINATION FOR NON-COMPLIANCE OR FUNDING**

The Village may terminate this Interlocal Agreement upon written notice to the County for non-compliance by the County in the performance of any of the terms and conditions as set forth herein in the event the County does not cure said non-compliance within ninety (90) days of receipt of written notice from the Village of such non-compliance. Further, if the County does not cure said non-compliance within the time frame specified above, then the Village shall have the right to cure such non-compliance and may require the County to reimburse any funds so expended. Should the County receive a notice of non-compliance as set forth hereinabove, the County has the option of terminating this Interlocal Agreement and the Village will pay the County's costs as determined by the Village to be associated with the Project up to the date of termination. This Agreement may also be terminated should either Party involuntarily fail to fund any of their respective obligations pursuant to this Agreement.

### **ARTICLE 6: INDEMNIFICATION**

Each Party shall be liable for its own actions and negligence and shall, to the extent permitted by law, the Village shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Interlocal Agreement out of the Village's negligence in connection with this Agreement; and the County shall indemnify, defend and save harmless the Village from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Interlocal Agreement out of the County's negligence in connection with this Agreement. This section shall survive the termination of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign

immunity or the statutory limits of liability set forth in Section 768.28, *Florida Statutes*, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions

## **ARTICLE 7: INSURANCE**

**Section 7.01 Self Insurance.** Without waiving the right to sovereign immunity as provided by s. 768.28, F.S., both parties reserve the right to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

**Section 7.02 Other Insurance.** In the event either party maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under s. 768.28, F.S., both parties agree to maintain said insurance policies at limits not less than \$500,000 each occurrence. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

**Section 7.03 Workers' Compensation and Employer's Liability Insurance.** The County agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, *Florida Statutes*.

**Section 7.04 Statement of Self Insurance.** When requested, both parties agree to provide a statement or Certificate of Insurance to the other party evidencing insurance, self-insurance and/or sovereign immunity status which statement both parties will recognize as acceptable for the above mentioned coverages.

## **ARTICLE 8: FILING**

This Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

## **ARTICLE 9: MISCELLANEOUS**

**Section 9.01. Captions.** The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 9.02. Severability.** If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal

Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 9.03. Non-exclusivity of Remedies.** 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 9.04. Time of Essence.** The parties expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 9.05. Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out in the performance of this Interlocal Agreement.

**Section 9.06. Construction.** No party shall be considered the author of this Interlocal Agreement since the parties hereto have participated in negotiations to arrive at a final Interlocal Agreement. Thus, the terms of this Interlocal Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 9.07. Default.** In the event either party fails or refuses to perform any term, covenant, or condition of this Interlocal Agreement for which a specific remedy is not set forth in this Interlocal Agreement, the other party shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof to the extent permitted by law.

**Section 9.08. Governing Law & Venue.** This Interlocal Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Interlocal Agreement shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

**Section 9.09. Binding Effect.** This Interlocal Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

**Section 9.10. Waiver.** No waiver of any provision of this Interlocal Agreement shall be

effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

**Section 9.11. Incorporation by References.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Interlocal Agreement by reference.

**Section 9.12 Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

As to the County:

With a copy to:

County Attorney  
Palm Beach County  
301 North Olive Avenue  
Suite 601  
West Palm Beach, FL 33401-4791

As to the Village:

Village Manager  
Village of Royal Palm Beach  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, FL 33411

With a copy to:

Village Attorney:  
Trela J. White, Esq.  
Corbett & White, P.A.  
1111 Hypoluxo Road  
Suite 207  
Lantana, FL. 33462

Any party may from time to time change the address to which notice under this Interlocal Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 9.13. Entirety of Agreement.** This Interlocal Agreement represents the entire

understanding between the County and the Village, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.


**Section 9.14. Effective Date of Agreement.** This Interlocal Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties, approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the Court in accordance with Chapter 163, *Florida Statutes* and Article 8 hereinabove.

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.


**ATTEST:**

By:   
Diane DiSanto, Village Clerk

**ROYAL PALM BEACH**

By:   
David A. Lodwick, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Trela J. White, Village Attorney

**ATTEST:  
SHARON R. BOCK, CLERK  
& COMPTROLLER**

**PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_ County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

  
Engineering Department

**EXHBIT A**

**SEE ATTACHMENT**



PSOBCO-TRAFFIC DIVISION  
180 AUSTRALIAN AVE  
W.P.B., FL 33408  
Phone: (561) 684-4030 Fax: (561) 478-5770

# STI - Bid Tabulation

DATE: 11/27/2006

CONTRACT NO. #:

ITEM NO. #	PRODUCT NAME	QTY	PRICE	LINE TOTAL
102-1-A	GENERAL MAINTENANCE OF TRAFFIC	10	\$131.00	\$2,086.00
622-1-M	CONCRETE SIDEWALK 8" THICK	187	\$235.78	\$30,561.00
630-1-11-1	1" GALV. INC. ABOVE GROUND CONDUIT	50	\$18.90	\$945.00
630-1-12-2	2" PVC (SDH 40) UNDERGROUND CONDUIT	832	\$6.16	\$5,095.20
630-1-13-3-1	1-2" (HDPE SDR 11) UNDER PAVEMENT CONDUIT (DIRECTIONAL BORE)	865	\$12.30	\$8,425.50
630-7-1-16	SIGNAL CABLE (SPAN LENGTH: 751' - Greater)	1	\$4,163.00	\$4,163.00
630-7-1-4	PEDESTRIAN SIGNAL CABLE - 4 CONDUCTOR	1	\$1,018.00	\$1,018.00
630-7-1-7	PEDESTRIAN SIGNAL CABLE - 7 CONDUCTOR	1	\$1,101.00	\$1,101.00
633-121-00	FIBER OPTIC CABLE, (FPM) 86-COUNT (UNDERGROUND)	485	\$9.60	\$4,746.00
635-1-15A	PULL BOX (30" x 48" x 24"D) HEAVY DUTY COVERS	4	\$1,078.00	\$4,312.00
635-1-15B	PULL BOX (17" x 30" x 12"D) HEAVY DUTY COVERS	18	\$462.00	\$8,316.00
638-1-23	ELECTRICAL POWER SERVICE (UNDERGROUND)	1	\$854.00	\$854.00
639-3-1	ELECTRICAL SERVICE WIRE	640	\$0.90	\$576.00
639-3-11	ELECTRICAL SERVICE DISCONNECT	2	\$598.00	\$1,132.00
641-16-170	PRESTRESSED CONCRETE POLE (70' UTILITY TYPE)	1	\$4,882.00	\$4,882.00
648-416-003	MAST ARM ASSY BS-Q3 60'	1	\$19,883.00	\$19,883.00
648-416-004	MAST ARM ASSY BS-Q4 70' 8"	1	\$23,810.00	\$23,810.00
648-417-008	MAST ARM ASSY BT-Q6 78'	1	\$23,824.00	\$23,824.00
648-435-006	MAST ARM ASSY DBL BS-Q6 70'6"-70'6"	1	\$46,052.00	\$46,052.00
650-51-312	TRAFFIC SIGNAL HEAD LIGHT WEIGHT (3-SECTION, 1-WAY)	12	\$774.00	\$9,288.00
650-51-411	TRAFFIC SIGNAL HEAD ALUMINUM (4-SECTION, 1-WAY)	2	\$1,022.00	\$2,044.00
650-51-511	TRAFFIC SIGNAL HEAD ALUMINUM (6-SECTION, 1-WAY)	2	\$1,230.00	\$2,478.00
650-181-1	PEDESTRIAN SIGNAL (1-WAY) ALUMINUM	4	\$636.00	\$2,544.00

Page 1 of 2

DATE: 11/27/2006

CONTRACT NO. #:

ITEM NO.#	PRODUCT NAME	QTY	PRICE	LINE TOTAL
653-182-1	PEDESTRIAN SIGNAL ( 2-WAY ) ALUMINUM	2	\$1,013.00	\$2,026.00
658-107	SIGNAL HEAD AUX. ( ALUMINUM PEDESTAL )	3	\$815.00	\$2,445.00
660-1-0	DETECTOR AMPLIFIER (3- CHANNEL, TS-2, RACK MOUNTED (FURNISH & INSTALL)	12	\$209.00	\$2,508.00
660-2-102-NT	LOOP ASSEMBLY 6"x8" ( TYPE B ) (FURNISH & INSTALL) NIGHT TIME 7:00PM - 5:00AM	12	\$968.00	\$11,856.00
660-2-106-A-NT	LOOP ASSEMBLY (TYPE F - 28") NIGHT TIME 7:00PM - 5:00AM	8	\$945.00	\$7,560.00
660-2-106-B-NT	LOOP ASSEMBLY (TYPE F - 48") NIGHT TIME 7:00PM - 5:00AM	8	\$817.00	\$6,536.00
665-11	PEDESTRIAN DETECTOR (PUSH BUTTON)	8	\$107.00	\$856.00
670-6-110-A	TRAFFIC CONTROLLER ASSEMBLY (TYPE 6) AS PER MAZTEC	1	\$22,706.00	\$22,706.00
685-281	RSG2100 1 Gb FIELD HARDENED ETHERNET SWITCH (FURNISH ONLY)	2	\$10,038.00	\$20,076.00
688-1-1 C	INTERNALLY ILLUMINATED SIGN (8)	4	\$3,412.00	\$13,648.00
PBC-D&I	DESIGN & INSPECTION	12	\$1,000.00	\$12,000.00
PBC-PM&SIGNS B	PAVEMENT MARKING AND SIGNS	90	\$500.00	\$45,000.00

TOTAL:

\$367,349.60

Comments: ADD 10% CONTINGENCY = \$ 405,000.00

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

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment

FUND Transportation Improvement

BGRV121806-186  
BGEX121806-674

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/18/06	REMAINING BALANCE
<b>REVENUES</b>								
<b><u>VIL RPB-SIGNAL @ SR7 &amp; VICTORIA GROVES BLV</u></b>								
3500-361-1174-6994	Municipal Participation Prot	<u>0</u>	<u>0</u>	<u>405,000</u>	<u>0</u>	<u>405,000</u>		
<b>TOTAL RECEIPTS &amp; BALANCES</b>		258,623,782	253,786,781	405,000	0	254,191,781		
<b>EXPENDITURES</b>								
<b><u>VIL RPB-SIGANL @ SR7 &amp; VICTORIS GROVES BLV</u></b>								
3500-361-1174-6555	Pavement Marking & Signals	<u>0</u>	<u>0</u>	<u>405,000</u>	<u>0</u>	<u>405,000</u>	0	405,000
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		258,623,782	253,786,781	405,000	0	254,191,781		

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>02/06/07</u>
Engineering & Public Works	<u>R. S. Ward</u>	<u>12/18/06</u>	
Administration / Budget Approval	_____	_____	
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners