

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$12,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$12,000>	-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) _____

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
 Joint Project Participation - Loxahatchee Groves
 Loxahatchee Groves Elementary - Speed Zone Flashers

C. Departmental Fiscal Review: A. White

III. REVIEW COMMENTS

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

 [Signature] 7/30/09
 OFMB
 ID 7/28/09 CN 7/28/09

 [Signature] 7/28/09
 Contract Dev. and Control

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:
 [Signature] 8/3/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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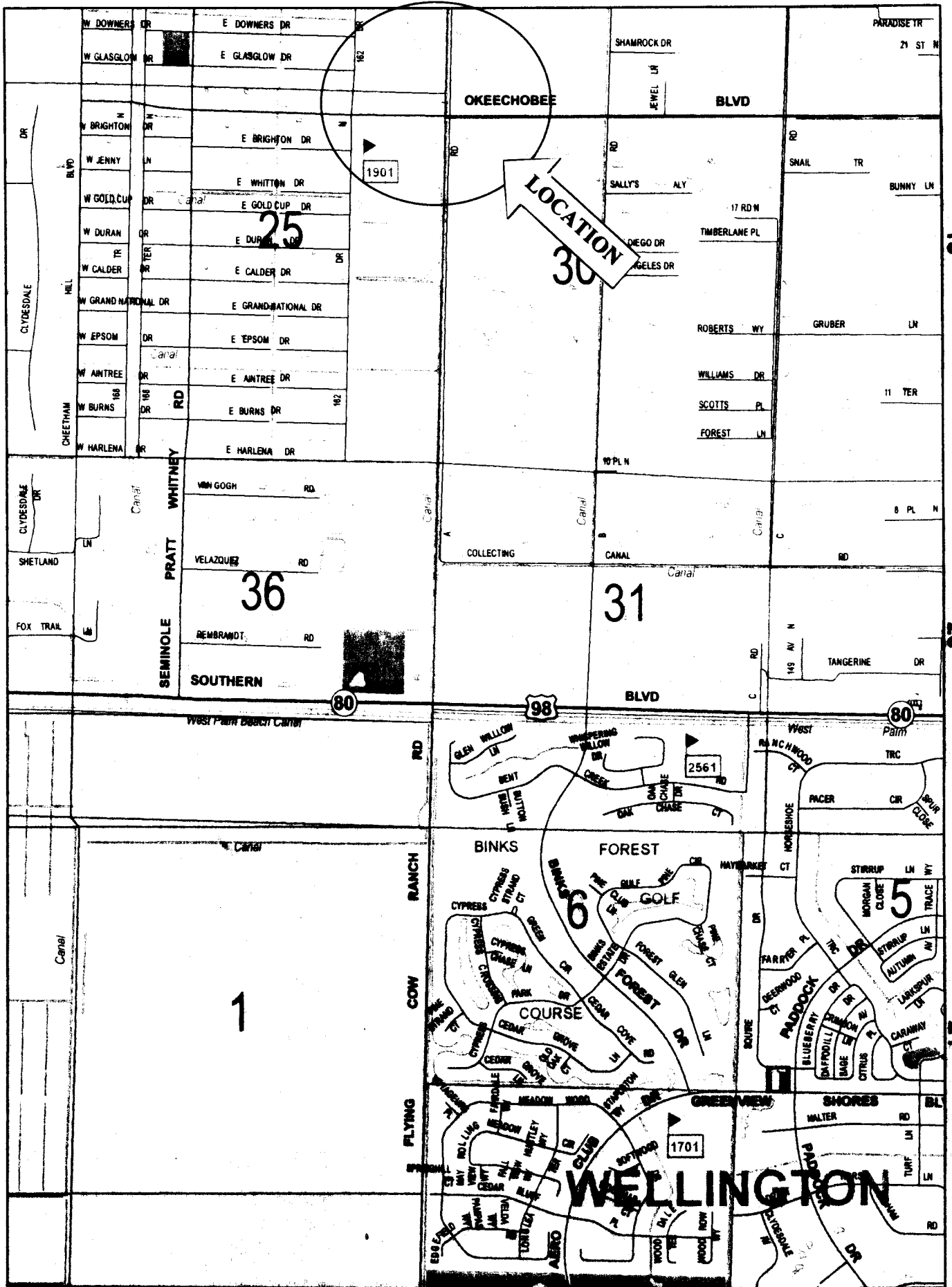
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AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE TOWN OF LOXAHATCHEE GROVES
FOR
JOINT PROJECT PARTICIPATION
OF THE
FLASHING SCHOOL SPEED LIMIT SIGNS FOR
LOXAHATCHEE ELEMENTARY SHOOOL

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this ____ day of _____, 2009, 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 TOWN OF LOXAHATCHEE GROVES, hereinafter referred to as TOWN,

WITNESSETH:

WHEREAS, the COUNTY and the TOWN 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 TOWN wishes to have flashing school speed limit signs installed on Okeechobee Boulevard in the vicinity of the Loxahatchee Groves Elementary School; and

WHEREAS, Okeechobee Boulevard is a COUNTY maintained street; and

WHEREAS, Okeechobee Boulevard east of 162nd Drive North is within the corporate limits of the TOWN; and

WHEREAS, the COUNTY and the TOWN declare that it is in the public's interest to install flashing school speed limit signs on Okeechobee Boulevard in the vicinity of the Loxahatchee Groves Elementary School, herein after referred to as PROJECT;

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 TOWN 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, fabricate and install two (2) flashing school speed limit signs on Okeechobee Boulevard at the location of the existing school speed limit signs within twelve months from the date of execution of the AGREEMENT by both parties.
 - B. Provide construction inspection and assume maintenance responsibility upon final acceptance of the PROJECT.
3. The TOWN agrees to:
 - A. Reimburse the COUNTY up to \$12,000 for the full cost of the PROJECT.

B. To not unduly withhold any TOWN permits that may be necessary.

4. All provisions of this Agreement calling for the expenditure of ad valorem tax money by the TOWN are subject to annual budgetary funding and should the TOWN involuntarily fail to fund any of its 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 TOWN who shall not have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction of the PROJECT.
5. The TOWN shall provide payment of \$12,000 for the full cost of the PROJECT within 30 days of receipt of an official notice from the COUNTY.
6. The TOWN shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of the TOWN'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 TOWN 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 TOWN for the TOWN'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 TOWN: **Town of Loxahatchee Groves**
Attention: **Town Manager**
 14579 Southern Blvd, Suite 2
 Loxahatchee Groves, FL 33470
 Phone: 561-793-2418
 Fax: 561- 793-2420

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 at least three (3) years after completion of the PROJECT. The TOWN 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 TOWN.
- 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.

IN WITNESS WHEREOF, the County of Palm Beach, Florida, has caused this AGREEMENT to be signed by the Chair 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 Town of Loxahatchee Groves 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.

TOWN OF LOXAHATCHEE GROVES

PALM BEACH COUNTY
ITS' BOARD OF COUNTY
COMMISSIONERS

By: David Browning
Mayor

By: _____
John F. Koons, Chairman

ATTEST:

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

By: Matthew Lyman
Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
TOWN Attorney

By: _____
COUNTY Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Motone Altman
for ENGINEERING

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement

BGRV 071309-726
BGEX 071309-2061

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/13/09	REMAINING BALANCE
<u>REVENUES</u>								
<u>LOX GROVES ELEM-SPEED ZONE FLASHERS</u>								
3500-361-1320-6994	Municipal Participation Prot	0	0	12,000	0	12,000		
TOTAL RECEIPTS & BALANCES		277,171,871	262,816,889	12,000	0	262,828,889		
<u>EXPENDITURES</u>								
<u>LOX GROVES ELEM-SPEED ZONE FLASHERS</u>								
3500-361-1320-6555	Pavement Marking & Signals	0	0	12,000	0	12,000	0	12,000
TOTAL APPROPRIATIONS & EXPENDITURES		277,171,871	262,816,889	12,000	0	262,828,889		

	SIGNATURE	DATE	By Board of County Commissioners
Engineering & Public Works	<u><i>A. White</i></u>	<u>7/13/09</u>	At Meeting of <u>08/18/09</u>
Administration / Budget Approval	_____	_____	_____
OFMB Department - Posted	_____	_____	Deputy Clerk to the Board of County Commissioners

ATTACHMENT 4