

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$250,000</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><150,000></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>\$100,000</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 Account No:

Fund 3500 Dept 361 Unit 1452 RevSrc/Object 6994/5303

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Traffic Signals Mast Arms - FY 2011
Town of Jupiter

Estimated Construction Costs	\$250,000.00
Town of Jupiter Funding	<\$150,000.00>
Fiscal Impact	\$100,000.00

C. Departmental Fiscal Review: A. White

III. REVIEW COMMENTS

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

 K. Jones 2/3/2011
OFMB
SW 2/11
2/11

 Du-J. Jones 2/10/11
Contract Dev. and Control
E. Jones 2/4/11

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

 M. R. Pitt 2/17/11
Assistant County Attorney

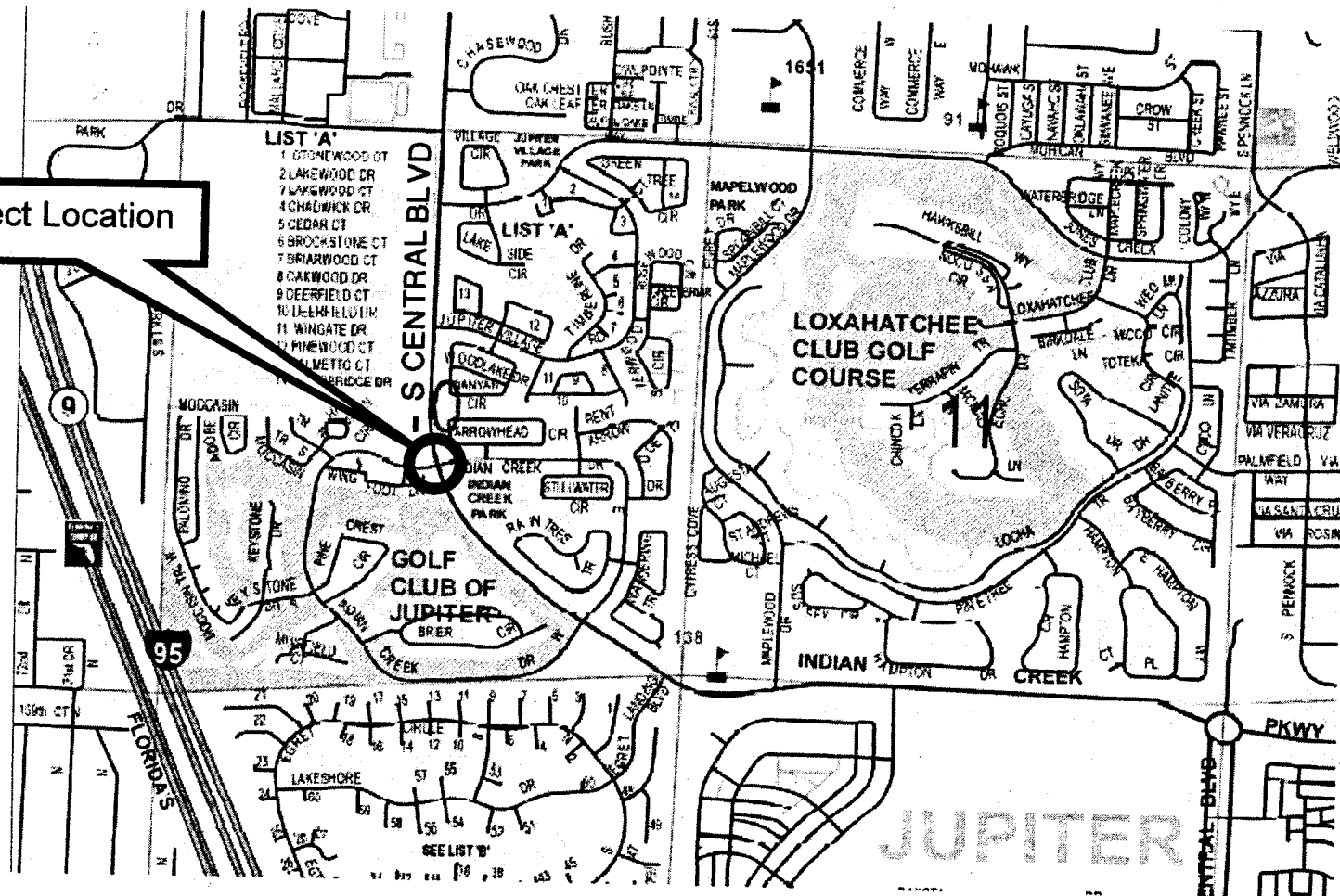
C. Other Department Review:

Department Director

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



Project Location



**SOUTH CENTRAL BOULEVARD AT
INDIAN CREEK DRIVE EAST/WEST
MAST ARM TRAFFIC SIGNAL**

Location Sketch

1-18-11

**JOINT PARTICIPATION AGREEMENT
FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF
SOUTH CENTRAL BOULEVARD AND INDIAN CREEK DRIVE**

THIS JOINT PARTICIPATION AGREEMENT, hereinafter "the AGREEMENT", is made and entered into this _____ day of _____, 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY", and the TOWN OF JUPITER, a municipal corporation of the State of Florida hereinafter "TOWN",

WITNESSETH:

WHEREAS, the COUNTY and the TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, the COUNTY has recently conducted an engineering study, which concluded that the installation of a traffic signal at the north intersection of South Central Boulevard and Indian Creek Drive is warranted and is in accordance with the Federal and State guidelines established in the Manual on Uniform Traffic Control Devices; and

WHEREAS, the TOWN desires to have the said traffic signal designed and built using metal mast arm supports; and

WHEREAS, South Central Boulevard is a COUNTY maintained road; and

WHEREAS, Indian Creek Drive East and West are roads maintained by the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that it is in the public's interest to install a mast arm traffic signal at the north intersection of South Central Boulevard with Indian Creek Drive East / West, 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:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The COUNTY agrees to:
 - A. Prepare the engineering design and construction plans and obtain all required permits for the PROJECT.
 - B. Award the PROJECT to one of the COUNTY'S annual signal contractors for construction.
 - C. Provide construction inspection of the PROJECT and assume maintenance responsibility upon final acceptance of the PROJECT.
 - D. Provide funding up to \$100,000 but not to exceed one-half of the total cost of the PROJECT.
 - E. Provide a final determination of costs based on the accrued cost of the

3. The TOWN agrees to:

A. Reimburse the County for the full cost of the Project less the amount of the COUNTY's participation as outlined in 2 (D) above. Present estimated TOWN cost is approximately \$150,000. (See Attached Estimate)

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

4. FUNDING. All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the TOWN are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, then the PROJECT may be terminated. Provided however, once the PROJECT has been awarded to the COUNTY contractor, it shall be prosecuted to completion and this AGREEMENT shall be binding upon both 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. COSTS OF THE PROJECT shall be based on the current annual signal contract costs at completion of the PROJECT using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY's Engineering and Public Works Department. The TOWN shall provide payment of its share of the cost of the PROJECT within 30 days of receipt of notice from the COUNTY.

6. INDEMNIFICATION.

A. 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.

B. 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.

7. 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

As to TOWN:

Mr. Thomas V. Driscoll, P.E.,
Director of Engineering and Public Works
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

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

8. **GOVERNING LAW/VENUE.** 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.
9. **REMEDIES.** 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.
10. **ENTIRE AGREEMENT.** 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.
11. **SEVERABILITY.** 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.
12. **RECORD KEEPING.** The COUNTY and the TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of the PROJECT. The COUNTY and 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.
13. **DEFAULT/CURE.** 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, 30 days written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.
14. **ENFORCEMENT COSTS.** Any costs (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.
15. **INSPECTOR GENERAL.** The COUNTY has established the Office of the

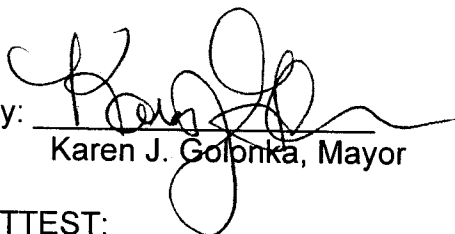
and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

16. EFFECTIVE DATE. This AGREEMENT shall become effective upon its execution by the COUNTY and the TOWN.
17. TERMINATION. This AGREEMENT may be terminated, in writing, by either party if the design work of the PROJECT has not commenced within 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 Jupiter 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 JUPITER

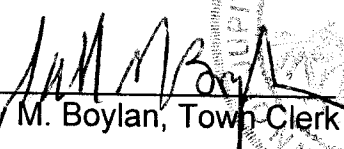
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: 
Karen J. Golonka, Mayor

By: _____
Karen T. Marcus, Chair

ATTEST:

ATTEST:

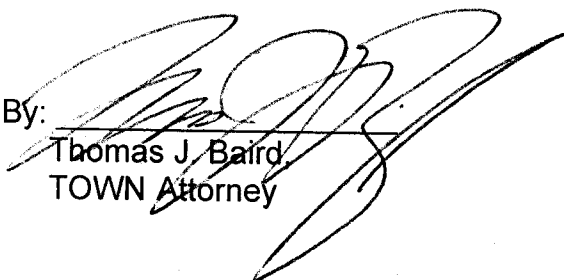
By: 
Sally M. Boylan, Town Clerk

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Thomas J. Baird,
TOWN Attorney

By: _____
Assistant COUNTY Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

2011- 0325

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

FUND Transportation Improvement

BGRV 011811-207
BGEX 011811-773

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/18/11	REMAINING BALANCE
REVENUES								
TRAFFIC SIGNALS MAST ARMS - FY 2011								
3500-361-1452-6994	Municipal Participation Prot	0	0	150,000	0	150,000		
TOTAL RECEIPTS & BALANCES		250,987,877	248,191,455	150,000	0	248,341,455		
EXPENDITURES								
TRAFFIC SIGNALS MAST ARMS - FY 2011								
3500-361-1452-5303	Materials Signal Section	0	600,000	150,000	0	750,000	0	750,000
TOTAL APPROPRIATIONS & EXPENDITURES		250,987,877	248,191,455	150,000	0	248,341,455		

Engineering & Public Works	SIGNATURE <u>Atwillhite</u>	DATE <u>1/18/11</u>	By Board of County Commissioners At Meeting of <u>03/01/11</u>
Administration / Budget Approval	<u>H. Diaz</u>	<u>2/3/2011</u>	
OFMB Department - Posted	<u>SW 2/1/11</u>		

Deputy Clerk to the Board of County Commissioners

ATTACHMENT 3

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 15, 2011 Consent [] Regular
 Workshop [] Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A Joint Participation Agreement (JPA) with the Town of Jupiter for the construction of a mast arm traffic signal at the north intersection of South Central Boulevard and Indian Creek Drive east/west; and
- B) A Budget Amendment of \$150,000 in the Transportation Improvement Fund to recognize the Town of Jupiter's participation in this project and appropriate it to Traffic Signals – Mast Arms Fiscal Year 2011.

SUMMARY: Approval of this JPA and Budget Amendment will allow the design and construction of a traffic signal on South Central Boulevard, a Palm Beach County (County) maintained roadway, at the north intersection with Indian Creek Drive east/west, roadways maintained by the Town of Jupiter (Town). The County will fund up to \$100,000, but not to exceed one-half of the cost of the project. Funding for the County's share of the project's cost is available in the Traffic Signals - Mast Arms Account. The Town will reimburse the County for the full cost of the construction of the project, less the amount of the County's participation as outlined above. Present estimated Town cost is \$150,000.

District 1 (MRE)

Background and Justification: A recent engineering study concluded that the north intersection of South Central Boulevard and Indian Creek Drive east/west meets one or more of the minimum warrants for the installation of a traffic signal, in accordance with the Federal and State Guidelines established in the Manual on Uniform Traffic Control Devices. South Central Boulevard is a County maintained road and Indian Creek Drive east/west are Town roads. Since there is no developer or third party commitment to fund the installation of the traffic signal, both the County and the Town agreed to share the cost of the construction, inspection, and any utility relocation of the project.

- Attachments:**
 1. Location Sketch
 2. Agreements (4)
 3. Budget Amendment

Recommended By: Dan Dumber 01/21/11
 Division Director Date

Approved By: S. T. Wabl 1/31/11
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$250,000</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><150,000></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>\$100,000</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 Account No:

Fund 3500 Dept 361 Unit 1452 RevSrc/Object 6994/5303

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
 Traffic Signals Mast Arms - FY 2011
 Town of Jupiter

Estimated Construction Costs	\$250,000.00
Town of Jupiter Funding	<\$150,000.00>
Fiscal Impact	\$100,000.00

C. Departmental Fiscal Review: atwillhite

III. REVIEW COMMENTS

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

 [Signature] 2/3/2011
 OFMB
 SW 2/11
 [Initials]

 [Signature] 2/10/11
 Contract Dev. and Control
 E. Jones 2/4/11

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

 [Signature] 2/17/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 15, 2011 **Consent** **Regular**
 Workshop **Public Hearing**

Department:
Submitted By: Engineering & Public Works
Submitted For: Traffic Division

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- 1. Location Sketch
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Recommended By: Jan Mumber 01/21/11 *JM*
 Division Director **Date**

Approved By: S. J. Webb 1/31/11
 County Engineer **Date**

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Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<150,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$100,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No **X**

Budget Account No:

Fund 3500 Dept 361 Unit 1452 RevSrc/Object 6994/5303

Recommended Sources of Funds/Summary of Fiscal Impact:

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 Town of Jupiter

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C. Departmental Fiscal Review: apwillhite

III. REVIEW COMMENTS

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

 [Signature] 2/3/2011
 OFMB
 SW 2/11"
 [Signature]

 [Signature] 2/10/11
 Contract Dev. and Control
 E. Jones 2/4/11

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

 [Signature] 2/17/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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