



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
<i>Giant</i> Expenditures	\$6,898.75	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-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>\$6,898.75</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

**Budget Account No:**

Fund 3511      Dept 366      Unit X092      Object 6551

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

MSTU Improvement Fund  
 CCRT Program Projects  
 Cinquez Park Area Improvements

Joint Participation Agreement	
Town of Jupiter	\$6,898.75
Fiscal Impact	\$6,898.75

C. Departmental Fiscal Review: *Alicia Kovalainen*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB  
 5/11/11  
 5/11/11  
 cc  
 5/10/11

*[Signature]*  
 Contract Dev. and Control  
 5/13/11

This Contract complies with our contract review requirements.

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

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**PROJECT LOCATION**  
**CINQUEZ PARK AREA IMPROVEMENTS**  
**(LOT 23)**  
**PROJECT NO. 2006137**



**LOCATION SKETCH**

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF JUPITER FOR  
CONSTRUCTION OF STREET IMPROVEMENTS FOR  
CARVER AVENUE IN THE CINQUEZ PARK DEVELOPMENT

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the TOWN OF JUPITER, hereinafter referred to as the 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 COUNTY has caused to be prepared road construction plans and specifications for the installation of infrastructure in the area within the TOWN, known as Cinquez Park, including specifically Carver Avenue; and

WHEREAS, the TOWN desires that the southerly portion of Carver Avenue along Lot 23 frontage be constructed to an urban section with curb and sidewalk in lieu of the COUNTY's currently designed rural road section without sidewalks, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY and the TOWN declare that it is in the public's interest that the TOWN cause the PROJECT to be constructed so as to complete the COUNTY's proposed construction along Lot 23 frontage;

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. Delete from its Cinquez Park Area MSTU Project construction contract, the scope of work involving the paving, grading and drainage of the Carver Avenue roadway from Indiantown Road (Sta. 299+17) to the north line of Lot 23 (Sta. 300+77), hereinafter referred to as project LIMITS.
  - B. Deliver to the TOWN, within 30 days of the COUNTY's approval of this AGREEMENT, a check in the amount of \$6,898.75, equating to the estimated contractual value of the rural road section construction costs for base rock, asphalt, and sod on the above described LIMITS of Carver Avenue.
3. The TOWN agrees to place the monies from the COUNTY in an escrow account that is dedicated toward the future roadway paving, grading and drainage improvements of the Carver Avenue LIMITS, subsequent to the COUNTY dedicating the Carver Avenue right of way and the existing right of way improvements to the TOWN. All additional work and funding required for the PROJECT is the responsibility of the TOWN, unless such additional work is caused by the COUNTY, in which case such additional cost shall be borne by the COUNTY.

Should the TOWN determine it to be in the best interests of the public, the TOWN reserves the right to "partner" with the property owner of Lot 23 abutting the west side of the above described section of Carver Avenue, for the construction of the improvements to Carver Avenue as an urban road section in conjunction with the TOWN's site plan development approval requirements for Lot 23.
4. 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, it may be terminated. However, once 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 for the reason that sufficient funds are not available for the PROJECT.
5. 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.

6. The COUNTY shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of the 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. 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: Tanya McConnell, P.E.  
Deputy County Engineer  
PO Box 21229  
West Palm Beach, FL 33416-1229  
Phone: 561-684-4019  
Fax: 561-684-4167

As to TOWN: Town of Jupiter  
Attention: Mayor Karen Golonka  
210 Military Trail  
Jupiter, Florida 33458-5784  
Phone: 561-746-5134  
Fax: 561-575-9730

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.

8. This AGREEMENT shall be construed by and governed by Local, State and Federal laws. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.

9. The parties represent through the AGREEMENT that all employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, and gender identity and expression.

10. The TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred under this AGREEMENT and in performing the work, for at least three (3) years after completion of this AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the TOWN'S place of business.

The TOWN shall cooperate with the Office of the Inspector General in the event the Inspector General proposes to review this AGREEMENT, the TOWN's accounts and records; requests the production of TOWN's records; seeks to audit, investigate, monitor, inspect the activities, related to this AGREEMENT to ensure compliance and detect corruption and fraud.

11. 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.
12. 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, understandings 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 agreements 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.
13. 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.
14. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this AGREEMENT or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own Attorney's fees and costs, including appellate costs.
15. This AGREEMENT shall become effective upon its execution by the COUNTY and the TOWN.
16. This AGREEMENT may be terminated, in writing, by either party if construction is not commenced within twelve (12) months of execution of this AGREEMENT by the respective parties.

**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 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  
ITS' BOARD OF COUNTY  
COMMISSIONERS

By:   
Karen J. Golonka, Mayor

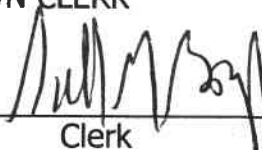
By: \_\_\_\_\_  
Karen t. Marcus, Chair

ATTEST:

ATTEST:

SALLY BOYLAN,  
TOWN CLERK

SHARON R. BOCK,  
CLERK & COMPTROLLER

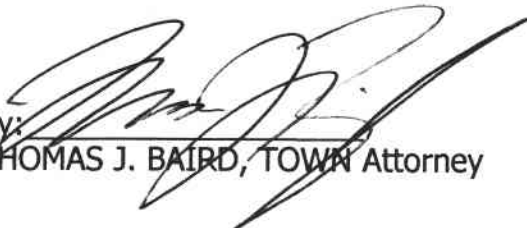
By:   
Clerk

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



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
THOMAS J. BAIRD, TOWN Attorney

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

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
ENGINEERING