

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	October 22, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:


- A) an interlocal agreement with the Town of Jupiter (Town), for the replacement of existing span wire with mast arm traffic signal support structures at a cost of \$140,000 at the intersection of Military Trail and Indian Creek Parkway (Project); and
- B) a budget amendment of \$140,000 in the Transportation Improvement Fund to recognize the Town's participation and appropriate it to the project.

SUMMARY: Approval of this agreement and budget amendment will allow the Palm Beach County (County) Traffic Division to complete the project using the County's annual signal construction contractor. The Town will provide the engineering design and construction plans for the project. The Town will remove or relocate the existing decorative street light pole located within the project's scope. Construction will be funded by the Town at an estimated cost of \$140,000; any remaining funding needed over \$140,000 will be furnished by the County. After completion of the project, the Town will restore any landscaping affected. The County will construct the Project and will assume maintenance responsibility upon final acceptance. District 1 (YBH)

Background and Justification: The County and the Town have determined the project to be in the public's best interest. The project will be designed and constructed within County right-of-way.

Attachments:

- 1. Location Sketch
- 2. Agreement (3)
- 3. Budget Amendment

	Recommended By: <u>YBH/TEL <i>ma</i></u>	<u><i>[Signature]</i></u>	<u>10/19/2019</u>
		County Engineer	Date
Approved By:	<u><i>[Signature]</i></u>		<u>10/21/19</u>
		Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>\$720,000</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>(\$140,000)</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>\$580,000</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
Does this item include the use of federal funds?	Yes	No X

Budget Account No:

Fund 3500 Dept 361 Unit 1752-101 Object 6408/6994

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund

Traffic Signals-Mast Arms-FY2017

Indian Creek Parkway and Military Trail Mast Arm Signal

Mast Arm Signal Estimated Cost	\$ 600,000.00
Contingency	\$ 120,000.00
Total Cost	<u>\$ 720,000.00</u>
Funding Town of Jupiter	<u>(\$ 140,000.00)</u>
Fiscal Impact	\$ 580,000.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 10/11/12
 10/10 10/10 OFMB 10/10

Jane P. [Signature]
Contract Dev. and Control
10/17/19 TW

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

[Signature] 10/8/19
Assistant County Attorney

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 TOWN OF JUPITER FOR THE REPLACEMENT OF EXISTING TRAFFIC SIGNAL SUPPORT STRUCTURES AT THE INTERSECTION OF MILITARY TRAIL AND INDIAN CREEK PARKWAY.

THIS INTERLOCAL AGREEMENT, (AGREEMENT), is made and entered into this ____ day of _____, 2019, by and between PALM BEACH COUNTY (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and the TOWN OF JUPITER (TOWN), a municipal corporation of the State of Florida (individually "Party" or collectively "Parties").

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 and the TOWN desire to replace the existing span wire traffic signal support structures located at the intersection of Military Trail and Indian Creek Parkway with metal mast arm traffic signal support structures; and

WHEREAS, the existing span wire traffic signal support structures at the intersection of Military Trail and Indian Creek Parkway are maintained by the COUNTY; and

WHEREAS, Military Trail within the municipal limits of the TOWN is COUNTY right of way and is maintained by the COUNTY; and

WHEREAS, Indian Creek Parkway west of Military Trail within the municipal limits of the TOWN is COUNTY right of way and is maintained by the COUNTY; and

WHEREAS, Indian Creek Parkway, east of Military Trail within the municipal limits of the TOWN is TOWN right of way and is maintained by the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that it is in the public's interest to upgrade the traffic signal support structures to metal mast arm traffic signal support structures at the intersection of Military Trail and Indian Creek Parkway, herein after referred to as "PROJECT."

WHEREAS, the PROJECT will be designed and constructed within COUNTY right of way.

NOW, THEREFORE, 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 TOWN agrees to:
 - A. Provide the engineering design and construction plans for the PROJECT.
 - B. Provide funding in the amount of \$140,000 to the COUNTY. Within 30 days of the COUNTY's written request, the TOWN shall pay the COUNTY the full amount requested.
 - C. Remove or relocate the existing decorative street light pole on the southeast corner of Military Trail and Indian Creek Parkway prior to the construction of the PROJECT.
 - D. Obtain all required permits from the COUNTY for the PROJECT.
 - E. Restore landscaping affected by the PROJECT
 - F. Ensure that all right-of-way necessary to accommodate this PROJECT is available and dedicated to the COUNTY.

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

3. The COUNTY agrees to:

- A. Obtain all required permits from the TOWN for the PROJECT.
- B. Award the PROJECT to one of the COUNTY'S annual signal contractors for construction.
- C. Construct the PROJECT.
- D. Provide construction inspection of the PROJECT and assume maintenance responsibility upon final acceptance of the PROJECT.
- E. Provide any remaining funding needed over \$140,000 for the cost of the PROJECT.

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 its 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 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 protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of the TOWN's performance of the terms of this AGREEMENT or due to the acts or omissions of the TOWN. The TOWN's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

B. The COUNTY shall protect, defend, reimburse, indemnify and hold the TOWN, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of the COUNTY's performance of the terms of this AGREEMENT or due to the acts or omissions of the COUNTY. The COUNTY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

7. NOTICES. All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of the COUNTY and TOWN:

PALM BEACH COUNTY: Palm Beach County Engineering and Public Works Department

Attn: Motasem A. Al-Turk, Ph.D., P.E. – Traffic Division Director

P.O. Box 21229
West Palm Beach, FL 33416-1229

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta B. Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33416-1229

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

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 represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to 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 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-day 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.

15. INSPECTOR GENERAL. The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the TOWN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. 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.

17. NON-DISCRIMINATION. The Parties agree to comply with the County's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither party conducts business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

18. EFFECTIVE DATE. This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

19. AMENDMENT. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other party.

20. PREPARATION OF THE AGREEMENT. The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constrain, be construed more severely against one of the parties than the other.

21. INSURANCE. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), the TOWN represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the TOWN is not self-insured, the TOWN shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the STATUTE. Should the TOWN purchase excess liability coverage, the TOWN agrees to include the COUNTY as an Additional Insured. The TOWN agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the TOWN contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the TOWN shall require the CONTRACTOR to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the TOWN and the COUNTY as Additional Insureds. The TOWN shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

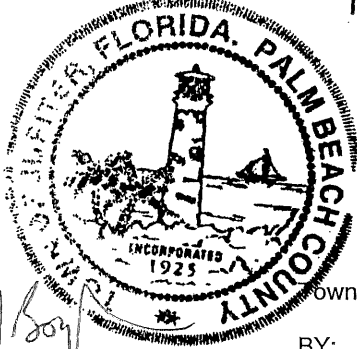
When requested, the TOWN shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the TOWN of its liability and obligations under this AGREEMENT.

22. THIRD PARTY BENEFICIARY No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the TOWN.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the date and year first above written.

EXECUTED by TOWN this 17th day of July, 2019.

(TOWN Seal)



ATTEST:

BY: Sally M. Boylan
Sally M. Boylan, Town Clerk

BY: Todd Wodraska
Todd Wodraska, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: Thomas J. Baird
Thomas J. Baird, Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS
BY: _____

(Print Name/Title)

EXECUTED by COUNTY this _____ day of _____, 20____.

(COUNTY Seal)

ATTEST:

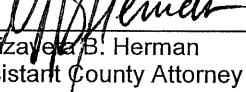
Sharon R. Bock
Clerk & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA by and through its BOARD OF
COUNTY COMMISSIONERS

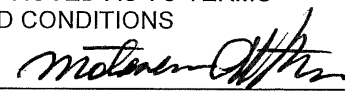
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ybh 
Yelzaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

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When requested, the TOWN shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the TOWN of its liability and obligations under this AGREEMENT.

22. THIRD PARTY BENEFICIARY No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the TOWN.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the date and year first above written.

EXECUTED by TOWN this 17th day of July, 2019.

(TOWN Seal)



ATTEST:

BY: Sally M. Boylan Sally M. Boylan, Town Clerk
BY: Todd Wodraska Todd Wodraska, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: Thomas J. Baird
Thomas J. Baird, Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____

(Print Name/Title)

EXECUTED by COUNTY this _____ day of _____, 20__.

(COUNTY Seal)

ATTEST:


Sharon R. Bock
Clerk & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA by and through its BOARD OF
COUNTY COMMISSIONERS

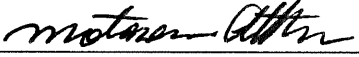
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ybh 
Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF JUPITER FOR THE REPLACEMENT OF EXISTING TRAFFIC SIGNAL SUPPORT STRUCTURES AT THE INTERSECTION OF MILITARY TRAIL AND INDIAN CREEK PARKWAY.

THIS INTERLOCAL AGREEMENT, (AGREEMENT), is made and entered into this ____ day of _____, 2019, by and between PALM BEACH COUNTY (COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners and the TOWN OF JUPITER (TOWN), a municipal corporation of the State of Florida (individually "Party" or collectively "Parties").

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 and the TOWN desire to replace the existing span wire traffic signal support structures located at the intersection of Military Trail and Indian Creek Parkway with metal mast arm traffic signal support structures; and

WHEREAS, the existing span wire traffic signal support structures at the intersection of Military Trail and Indian Creek Parkway are maintained by the COUNTY; and

WHEREAS, Military Trail within the municipal limits of the TOWN is COUNTY right of way and is maintained by the COUNTY; and

WHEREAS, Indian Creek Parkway west of Military Trail within the municipal limits of the TOWN is COUNTY right of way and is maintained by the COUNTY; and

WHEREAS, Indian Creek Parkway, east of Military Trail within the municipal limits of the TOWN is TOWN right of way and is maintained by the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that it is in the public's interest to upgrade the traffic signal support structures to metal mast arm traffic signal support structures at the intersection of Military Trail and Indian Creek Parkway, herein after referred to as "PROJECT."

WHEREAS, the PROJECT will be designed and constructed within COUNTY right of way.

NOW, THEREFORE, 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 TOWN agrees to:
 - A. Provide the engineering design and construction plans for the PROJECT.
 - B. Provide funding in the amount of \$140,000 to the COUNTY. Within 30 days of the COUNTY's written request, the TOWN shall pay the COUNTY the full amount requested.
 - C. Remove or relocate the existing decorative street light pole on the southeast corner of Military Trail and Indian Creek Parkway prior to the construction of the PROJECT.
 - D. Obtain all required permits from the COUNTY for the PROJECT.
 - E. Restore landscaping affected by the PROJECT
 - F. Ensure that all right-of-way necessary to accommodate this PROJECT is available and dedicated to the COUNTY.

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

3. The COUNTY agrees to:

- A. Obtain all required permits from the TOWN for the PROJECT.
- B. Award the PROJECT to one of the COUNTY'S annual signal contractors for construction.
- C. Construct the PROJECT.
- D. Provide construction inspection of the PROJECT and assume maintenance responsibility upon final acceptance of the PROJECT.
- E. Provide any remaining funding needed over \$140,000 for the cost of the PROJECT.

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 its 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 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 protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of the TOWN's performance of the terms of this AGREEMENT or due to the acts or omissions of the TOWN. The TOWN's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

B. The COUNTY shall protect, defend, reimburse, indemnify and hold the TOWN, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of the COUNTY's performance of the terms of this AGREEMENT or due to the acts or omissions of the COUNTY. The COUNTY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

7. NOTICES. All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of the COUNTY and TOWN:

PALM BEACH COUNTY: Palm Beach County Engineering and Public Works Department

Attn: Motasem A. Al-Turk, Ph.D., P.E. – Traffic Division Director

P.O. Box 21229
West Palm Beach, FL 33416-1229

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta B. Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33416-1229

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

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 represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to 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 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-day 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.

15. INSPECTOR GENERAL. The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the TOWN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. 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.

17. NON-DISCRIMINATION. The Parties agree to comply with the County's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither party conducts business with nor appropriate funds to any entity that practices discrimination on the basis of race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

18. EFFECTIVE DATE. This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

19. AMENDMENT. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other party.

20. PREPARATION OF THE AGREEMENT. The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construal, be construed more severely against one of the parties than the other.

21. INSURANCE. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), the TOWN represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the TOWN is not self-insured, the TOWN shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the STATUTE. Should the TOWN purchase excess liability coverage, the TOWN agrees to include the COUNTY as an Additional Insured. The TOWN agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the TOWN contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the TOWN shall require the CONTRACTOR to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the TOWN and the COUNTY as Additional Insureds. The TOWN shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the TOWN shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the TOWN of its liability and obligations under this AGREEMENT.

22. THIRD PARTY BENEFICIARY No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the TOWN.

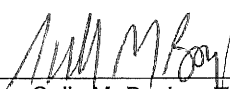
IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the date and year first above written.

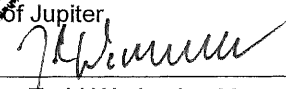
EXECUTED by TOWN this 17th day of July, 2019.

(TOWN Seal)

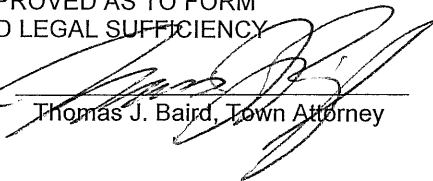


ATTEST:

BY: 
Sally M. Boylan, Town Clerk

BY: 
Todd Wodraska, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
Thomas J. Baird, Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____

(Print Name/Title)

EXECUTED by COUNTY this _____ day of _____, 20__.

(COUNTY Seal)

ATTEST:

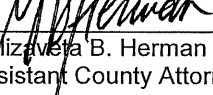
Sharon R. Bock
Clerk & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA by and through its BOARD OF
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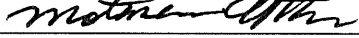
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: ybh 
Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment

FUND Transportation Improvement

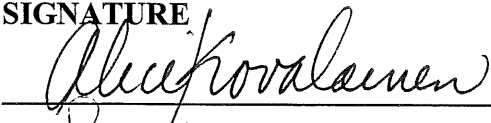
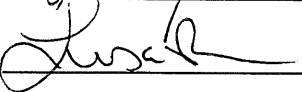
BGRV 082819/0526
BGEX 082819/1810

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/2019	REMAINING BALANCE
REVENUES								
Traffic Signals-Mast Arms FY2014								
3500-361-1752-6994	Municipal Participation	0	0	140,000	0	140,000		
TOTAL RECEIPTS & BALANCES		202,361,433	202,361,433	140,000	0	202,501,433		
EXPENDITURES								
Traffic Signals-Mast Arms FY2014								
3500-361-1752-6408	Signals and Controllers	0	0	140,000	0	140,000	0	0
TOTAL APPROPRIATIONS & EXPENDITURES		202,361,433	202,361,433	140,000	0	202,501,433		

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE



DATE
8/28/19
10/1/19

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners