

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 17, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Engineering & Public Works Department
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) the third amendment to the intergovernmental agreement dated July 25, 1978 (R-78-911), which transferred certain traffic engineering services for certain roads and intersections within the Town of Jupiter (Town) to Palm Beach County (County); to transfer jurisdictional control, maintenance responsibility, right-of-way ownership and traffic control jurisdiction for Indiantown Road from U.S. Highway One to County Road A1A/Ocean Boulevard (A1A) back to the Town; and
- B) a county deed to convey the County's interest in the above described section of Indiantown Road to the Town.

SUMMARY: In a letter dated November 26, 2018, the Town requested this transfer to allow the Town jurisdictional control of this section of Indiantown Road. Adoption of this third amendment to the intergovernmental agreement, and approval of the county deed will give the Town jurisdictional control, maintenance responsibility, ownership of the right-of-way, and traffic control jurisdiction for this section of Indiantown Road. Although the County normally reserves its interest in phosphates, minerals, metals and petroleum rights per Section 270.11, Florida Statutes, the Town has requested the release of this reservation because it requires the property to be free and clear without encumbrance. **In accordance with Palm Beach County Ordinance (2009-052), a supermajority vote (5 votes) is required by the Board of County Commissioners (BCC) for all transfers of fee simple real property that requires BCC approval. District 1 (YBH)**

Background and Justification: Adoption of this third amendment to the intergovernmental agreement, and approval of the county deed will transfer the jurisdictional control, maintenance responsibility, traffic control jurisdiction and ownership of this section of Indiantown Road back to the Town. The first and second amendments, dated May 26, 1992 (R-92-766) and November 18, 1998 (R-98-1852), concerned the provision of certain traffic engineering services among other things, and transferred maintenance jurisdiction of Indiantown Road to the County. The Engineering Department recommends the BCC's approval.

Attachments:

1. Location Map
 2. Third Amendment to Intergovernmental Agreement (3)
 3. County Deed with Exhibit "A" (2)
 4. Letter from the Town of Jupiter Dated November 26, 2018
 5. Email from Town of Jupiter Requesting Conveyance without Reservation
 6. Intergovernmental Agreement Dated July 25, 1978
-

Recommended by: YBH/rel

County Engineer

11/17/2019
Date

Approved by:

Assistant County Administrator

11/25/19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ -0-	-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-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact. Reduced maintenance cost is negligible.

C. Departmental Fiscal Review: Alii Kovalainen

III. REVIEW COMMENTS

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

Robert Brewer 11/15/19
OFMB 11/14

A. J. Jolly 11/20/19
Contract Dev. and Control 11/20/19 TW

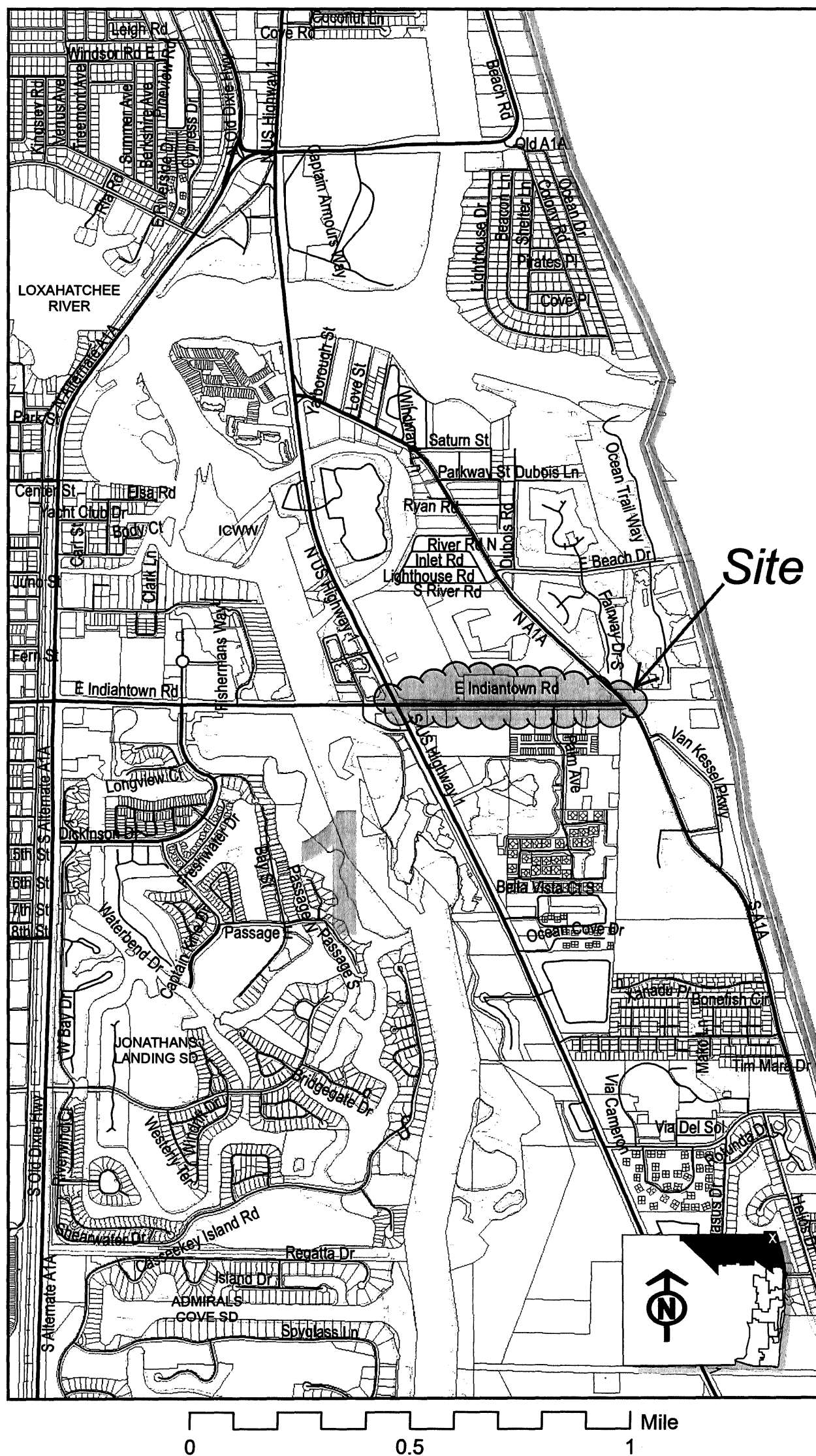
B. Approved as to Form
and Legal Sufficiency:

M. B. Hansen 11/22/19
Assistant County Attorney

C. Other Department Review:

Department Director

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



**THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF JUPITER, FLORIDA,
TRANSFERRING JURISDICTIONAL CONTROL AND MAINTENANCE OVER A
CERTAIN PORTION OF INDIANTOWN ROAD TO THE TOWN OF JUPITER**

THIS THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

is made and entered into this _____ day of _____, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter, "COUNTY"), and the Town of Jupiter, a Florida municipal corporation, its successors, agents and assigns (hereinafter, "TOWN") individually ("PARTY") and collectively ("PARTIES").

WITNESSETH:

WHEREAS, the COUNTY and TOWN entered into that certain Intergovernmental Agreement dated July 25, 1978 ("AGREEMENT"), concerning the provision of certain traffic engineering services to TOWN by the COUNTY for all signalized intersections and certain roads, including Indiantown Road from SR-5 (U.S. 1) to A1A ("ROADWAY") pursuant to Section 2 (a) of the AGREEMENT; and

WHEREAS, the COUNTY and TOWN amended the AGREEMENT on November 18, 1998 (AMENDMENT), which, among other things, transferred maintenance jurisdiction of ROADWAY to the COUNTY and the ROADWAY became part of the COUNTY Road System; and

WHEREAS, the ROADWAY is within the corporate limits of the TOWN; and

WHEREAS, the COUNTY currently has jurisdictional control over and maintenance responsibility for the ROADWAY, which is part of the COUNTY Roadway System; and

WHEREAS, the COUNTY currently has traffic control jurisdiction over the ROADWAY; and

WHEREAS, in a letter dated November 26, 2018, the TOWN requested that the jurisdictional control, maintenance responsibility and right-of-way ownership of the ROADWAY be transferred to TOWN; and

WHEREAS, the COUNTY supports the TOWN's request; and

WHEREAS, the COUNTY desires to transfer back to the TOWN the traffic control jurisdiction over the ROADWAY; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the PARTIES agree as follows:

1. The recitations set forth hereinabove are true, accurate and correct, and are incorporated herein.

2. The AGREEMENT as amended, and attached hereto and made a part hereof, is hereby amended to read as follows:

a. **Section 2 (a) of the AGREEMENT and Section 2 (a) of the AMENDMENT** are deleted in their entirety.

b. **Section 4 of the AMENDMENT** is deleted in its entirety and replaced with the following:

4. a. Indiantown Road from SR-5(U.S.1) to A-1-A, excluding the signaling intersections, shall be part of the TOWN Roadway System as to jurisdictional control and maintenance. Pursuant to the County Deed, which is incorporated by reference herein, the COUNTY hereby transfers jurisdictional control and maintenance responsibility for the areas shown on Exhibit "A" in the County Deed to the TOWN.

b. The Roads listed in Section 2(b)-(k) are part of the COUNTY Roadway System as to jurisdictional control and maintenance.

c. **Section 11** is hereby added to the AGREEMENT:

11. Notice. All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, return receipt requested, postage paid to the following:

As to the COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, FL 33416-1229

With copy to: Palm Beach County Attorney's Office
Yelizaveta B. Herman, Assistant County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL, 33401

As to the TOWN

Town of Jupiter
Matt Benoit, Town Manager
210 Military Trail
Jupiter, FL 33458

With a Copy to Town Attorney

Tom Baird, Esq.
4741 Military Trail, Suite 200
Jupiter, FL 33458

d. Section 12 is hereby added to the AGREEMENT:

12. Indemnification. 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 out of, during, or 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. The PARTIES to the AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other PARTY.

e. **Section 13** is hereby added to the **AGREEMENT**:

13. 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. 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.

f. **Section 14** is hereby added to the **AGREEMENT**:

14. Annual Appropriation. Each PARTY's performance and obligation to pay under this AGREEMENT is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

g. **Section 15** is hereby added to the **AGREEMENT**:

15. Amendments. This AGREEMENT may be amended only by formal action of the Board of County Commissioners of COUNTY and the Town Council of the TOWN.

h. **Section 16** is hereby added to the **AGREEMENT**:

16. Remedies. This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be filed in Palm Beach County, Florida.

i. **Section 17** is hereby added to the **AGREEMENT**:

17. Non-Discrimination. The PARTIES agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County Resolution R-2017-1770, as amended.

j. **Section 18** is hereby added to the **AGREEMENT**:

18. 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.

k. **Section 19** is hereby added to the **AGREEMENT**:

19. 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.

l. **Section 20** is hereby added to the **AGREEMENT**:

20. Contractual Relationship. The TOWN is, and shall be, in the performance of all work, services and activities under this AGREEMENT, an independent contractor and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the TOWN's sole direction, supervision, and control. The TOWN shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The TOWN's relationship and the relationship of its employees, agents or contractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

m. **Section 21** is hereby added to the **AGREEMENT**:

21. Legal Compliance. The TOWN shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The TOWN further agrees to include this provision in all contracts issued as a result of this AGREEMENT.

n. **Section 22** is hereby added to the **AGREEMENT**:

22. Survivability. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this AGREEMENT and the same shall remain in full force and effect.

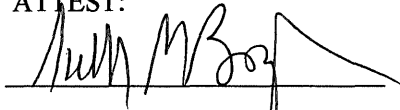
o. **Section 23** is hereby added to the **AGREEMENT**:

23. Effective Date: The provisions of this AGREEMENT shall become effective upon the execution of this AGREEMENT by both PARTIES.

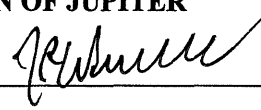
3. All other terms and conditions of the AGREEMENT, as amended, not specifically amended or modified herein, remain in full force and affect.
4. Upon COUNTY'S approval of this Third Amendment to the AGREEMENT, COUNTY will execute a County Deed to convey the right-of-way to TOWN.

IN WITNESS WHEREOF, the PARTIES have executed this Third Amendment to the AGREEMENT on the day and year first written above.

ATTEST:

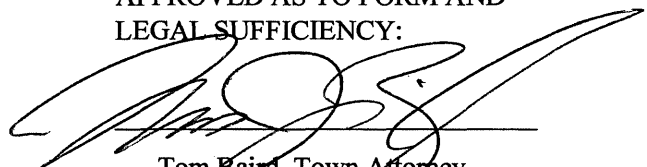

Sally Boylan, Town Clerk

TOWN OF JUPITER

By: 
Todd R. Wodraska, Mayor



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Tom Baird, Town Attorney

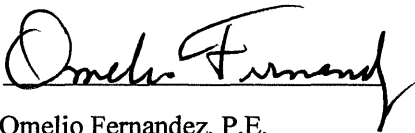
**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Mayor

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS:

By: 
Omelio Fernandez, P.E.
Roadway Production Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ybh

Yelizaveta B. Herman
Assistant County Attorney

Return to:
Right-of-Way Acquisition Section
Palm Beach County, Engineering & Public Works Department
Post Office Box 21229
West Palm Beach, Florida 33416-1229
Attn.: Kaye Weichel, Right-of-Way Specialist
Acct. No.: 1010 W/C BOX 1066

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: N/A

Purchase Price: \$ 0
Closing Date: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: N/A
ROAD NAME: INDIANTOWN RD EAST OF US 1
PARCEL NO.: N/A

COUNTY DEED

THIS DEED is made this ____ day of _____, 20____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County"), to the **TOWN OF JUPITER**, a municipal corporation of the State of Florida, whose post office address is 210 Military Trail, Jupiter, FL 33458, (Town).

This DEED is granted pursuant to Section 335.0415, Florida Statutes and that Third Amendment to the Interlocal Agreement between County and Town Transferring Jurisdictional Control and Maintenance Over a Certain Portion of Indiantown Road.

WITNESSETH: That County, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by Town, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Town, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

County:

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County Commissioners

By: _____

(Official Seal)


DESCRIPTION & SKETCH PREPARED FOR: TOWN OF JUPITER	
INDIANTOWN ROAD, EAST OF U.S. HIGHWAY 1	

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 5 AND 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 AND ALONG THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 1166, PAGE 120, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 89°53'10" EAST, A DISTANCE OF 1221.34 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 38°00'00" EAST, A DISTANCE OF 126.71 FEET TO A POINT 100.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF INDIANTOWN ROAD, AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 1166, PAGE 120; THENCE PARALLEL TO SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 AND ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89°53'10" WEST, A DISTANCE OF 1299.26 FEET TO A POINT 100.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE PARALLEL TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY LINE OF INDIANTOWN ROAD, AS SHOWN IN ROAD PLAT BOOK 8, PAGE 173, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 89°58'59" WEST, A DISTANCE OF 1190.02 FEET; THENCE DEPARTING SAID LINES, NORTH 35°43'50" WEST, A DISTANCE OF 142.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID INDIANTOWN ROAD, AS SHOWN IN ROAD PLAT BOOK 8, PAGE 173; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°58'59" EAST, A DISTANCE OF 152.00 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 87°22'50" EAST, A DISTANCE OF 66.07 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 83°48'00" EAST, A DISTANCE OF 120.70 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, SOUTH 89°58'59" EAST, A DISTANCE OF 935.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.801 ACRES OR 252,703 SQUARE FEET MORE OR LESS.

 LIDBERG LAND SURVEYING, Inc. LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454	05/31/18	REVISE EASTERLY BOUNDARY PER COMMENTS - *14-128-410	R.J.W.
	05/17/18	REVISE PER PBC COMMENTS	R.J.W.
	05/16/18	REVISE PER PBC COMMENTS	R.J.W.
	CAD. K:\JUST \ 054143 \ 14-128-303 \ 14-128-303.DGN		
	REF.		
FLD.	FB.	PG.	JOB
OFF.	R.J.W.		14-128-303
CKD.	E.C.	SHEET 1 OF 4	DATE 05/10/2018
			DWG. A14-128

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

INDIANTOWN ROAD,
EAST OF U.S. HIGHWAY 1

COORDINATE POSITION AND ORIENTATION:

COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90), FLORIDA STATE PLANE TRANSVERSE MERCATOR PROJECTION.

DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

DATUM - NORTH AMERICAN DATUM OF 1983 (NAD83), 1990 ADJUSTMENT

ZONE - FLORIDA EAST

LINEAR UNITS - US SURVEY FOOT

SCALE FACTOR - 1.000044929

GROUND DISTANCES X SCALE FACTOR - GRID DISTANCE

ABBREVIATIONS:

F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. - OFFICIAL RECORD BOOK
PG. - PAGE
POB - POINT OF BEGINNING
R.P.B. - ROAD PLAT BOOK
RGE. - RANGE
R/W - RIGHT OF WAY
S.R. - STATE ROAD
TWP. - TOWNSHIP

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. BEARING BASE: N01° 18'25"E 2650.29' ALONG THE EAST LINE OF THE N.E. QUARTER, SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST.
5. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
6. DATE OF LEGAL DESCRIPTION: MAY 10, 2018

LIDBERG LAND SURVEYING, INC.



Digitally signed by DAVID C
LIDBERG
DN: c=US, o=LIDBERG LAND
SURVEYING INC., ou=LIDBERG LAND
SURVEYING INC., cn=DAVID C
LIDBERG
0.9.2342.19200300.100.1.1=A01097
C00000160E5CE8C8B00009C49
Date: 2018.06.01 10:51:15 -04'00'

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\JST \ 054143 \ 14-128-303 \ 14-128-303.DGN

REF.

FLD.

FB.

PG.

JOB

14-128-303

OFF.

R.J.W.

DATE

05/10/2018

CKD.

E.C.

SHEET

2

OF

4

DWG.

A14-128

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

INDIANTOWN ROAD,
EAST OF U.S. HIGHWAY 1

MATCH LINE - SEE SHEET 3

BEARING BASE: EAST LINE N.E. QUARTER,
SECTION 6, TWP. 41S, RGE. 43E
N01° 18' 25" E 2650.29'

P.O.B.

N.W. CORNER S.W. QUARTER
SECTION 5, TWP. 41S, RGE. 43E
PALM BEACH COUNTY POSITION
N-946299.0410
E-956991.5480

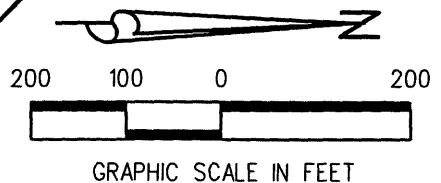
N.E. CORNER N.E. QUARTER
SECTION 6, TWP. 41S, RGE. 43E
PALM BEACH COUNTY POSITION
N-948948.7650
E-957051.9980

INDIANTOWN ROAD (S.R. 706)
NORTH LINE N.W. QUARTER OF S.W. QUARTER
SECTION 5, TWP. 41S, RGE. 43E
NORTH R/W LINE INDIANTOWN ROAD
(O.R.B. 1166, PG. 120)
N89° 53' 10" E 1221.34'
(O.R.B. 1166, PG. 120)
S89° 53' 10" W 1299.26'
SOUTH R/W LINE INDIANTOWN ROAD
(O.R.B. 1166, PG. 120)

EAST LINE N.W. QUARTER OF S.W. QUARTER
SECTION 5, TWP. 41S, RGE. 43E

S.R. A-1-A

S38° 00' 00" E
126.71'



LIDBERG LAND
SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 054143 \ 14-128-303 \ 14-128-303.DGN

REF.

FLD.

OFF.

CKD.

FB.

PG.

E.C.

SHEET

3

OF

4

JOB

DATE

DWG.

14-128-303

05/10/2018

A14-128

DESCRIPTION & SKETCH
PREPARED FOR:
TOWN OF JUPITER

INDIANTOWN ROAD,
EAST OF U.S. HIGHWAY 1

U.S. HIGHWAY 1 (S.R. 5)
F.D.O.T. SECTION 93040-2112

N35° 43' 50" W
142.93'

AS SHOWN ON
R.P.B. 8, PG. 173

AS SHOWN ON
R.P.B. 8, PG. 173

S89° 58' 59" E
152.00'

S87° 22' 50" E
66.07'

S83° 48' 00" E
120.70'

SOUTH R/W LINE INDIANTOWN ROAD
(R.P.B. 8, PG. 173)

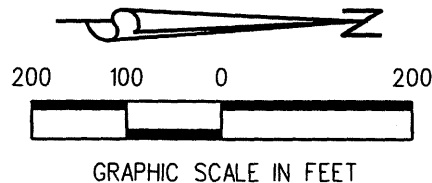
N89° 58' 59" W 1190.02'

(R.P.B. 8, PG. 173)

INDIANTOWN ROAD (S.R. 706)

S89° 58' 59" E 935.41'

NORTH LINE S.E. QUARTER
SECTION 6, TWP. 41S, RGE. 43E
NORTH R/W LINE INDIANTOWN ROAD
(R.P.B. 8, PG. 173)



BEARING BASE: EAST LINE N.E. QUARTER,
SECTION 6, TWP. 41S, RGE. 43E
N01° 18' 25" E 2650.29'

MATCH LINE - SEE SHEET 2



LIDBERG LAND
SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 054143 \ 14-128-303 \ 14-128-303.DGN

REF.

FLD.

OFF.

CKD.

-

R.J.W.

E.C.

FB.

PG.

SHEET

4

OF

4

JOB

DATE

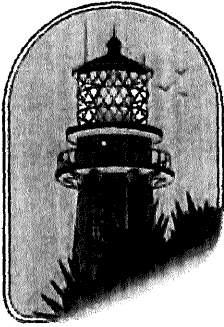
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TOWN OF JUPITER

November 26, 2018

Town Council
(561) 741-2214

TODD WODRASKA
MAYOR
toddw@jupiter.fl.us

RON DELANEY
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Town Manager
MATT BENNOIT
mattb@jupiter.fl.us
(561) 741-2214

Morton Rose, P.E., Assistant Director
Palm Beach County Engineering and Public Works Department
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

Subject: Written Confirmation of Acceptance of Indiantown Road from US 1 to A1A

Dear Mr. Rose:

As you are aware, the County currently has jurisdictional control and right-of-way ownership for Indiantown Road from US 1 to A1A, the limits of which are within the Town of Jupiter.

Approximately two years ago and as part of a grant application process, the Town approached the County regarding a jurisdictional transfer. The Town's formal request for a jurisdictional transfer was conditioned upon receipt of the grant. The grant has been awarded to the Town (FDOT FM 441572-1).

The Town is requesting the formal transfer of jurisdictional control and County right-of-way ownership and maintenance for Indiantown Road from US 1 to A1A. The requested jurisdictional transfer is approximately 0.4720 miles.

If you have any questions or need additional information, please contact Mr. Thomas Driscoll, P.E., Director of Engineering, Parks and Public Works at (561) 741-2215. Your consideration is appreciated.

Sincerely,

Matt Benoit
Town Manager

Kaye Weichel

From: Thomas Driscoll <ThomasD@jupiter.fl.us>
Sent: Friday, July 19, 2019 3:15 PM
To: Kaye Weichel
Cc: Chrystal Atwell
Subject: Indiantown Road East

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

The Town requests that the standard language reserving oil and mineral rights to the County to be excluded from the pending deed transfer. If you have any questions or need additional information, please let me know.

Thomas Driscoll, P.E.
Director of Engineering, Parks and Public Works
Town of Jupiter
210 Military Trail, Jupiter FL 33458
thomasd@jupiter.fl.us
Office (561) 741-2215: Fax (561) 741-2515: Cell (561) 440-0213

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing

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INTERGOVERNMENTAL AGREEMENT BETWEEN THE
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH
COUNTY AND THE TOWN OF JUPITER TO PROVIDE
TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 25 day of
July 1978, A.D., 19 78, by and between:

THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a
political subdivision of the State of Florida, hereinafter referred to as
"County"; and

THE TOWN OF JUPITER, FLORIDA, a municipal corporation existing under
the laws of the State of Florida, hereinafter referred to as "the Town."

W I T N E S S E T H:

WHEREAS, Section 316.006(2), Florida Statutes, grants municipalities
original jurisdiction over all streets and highways located within their
boundaries, except State roads, and grants said Municipalities authority to
place and maintain traffic control devices which conform to the Manual on
Uniform Traffic Control Devices for Streets and Highways and specifications of
the State Department of Transportation upon all streets and highways under
their original jurisdiction, as they shall deem necessary, to indicate and
to carry out the provisions of Chapter 316 or to regulate, warn, or guide
traffic; and

WHEREAS, the County presently has traffic engineering expertise and
technical capability as authorized by Section 316.006 (3), Florida Statutes;
and

WHEREAS, the County has determined that centralizing the installation,
operation, and maintenance of traffic control devices on the major roadways
throughout Palm Beach County, Florida, in one responsible governmental entity
is the most economical and efficient means of providing such needed services;
and

WHEREAS, in furtherance of the centralization of mutual traffic
functions, the Town has agreed to transfer and the County has agreed to
accept certain authority, powers, responsibilities and duties as enumerated
herein formerly exercised by the Town pertaining to the planning, installation,
operation and maintenance of traffic control devices on certain roadways and

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signalized intersections in accordance with the terms and conditions of this Agreement; and

WHEREAS, as a part of the consideration for the entering into of this Agreement, the County has agreed to assume the current funding obligation for the continued operation of the traffic design and signalization responsibilities transferred hereunder, pursuant to the terms of this Agreement; and

WHEREAS, Section 125.01(p), Florida Statutes, authorizes the County to enter into agreements with other governmental agencies within or outside the boundaries of the County for the performance of the County of certain of the Town's authorized functions.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. TRANSFER OF FUNCTIONS AND DUTIES

The Town agrees to transfer to County, and the County agrees to accept and perform the following functions and duties on certain major roadways and signalized intersections in order to protect the welfare of the public, which functions and duties were formerly performed by, or the responsibility of the Town.

- (a) Install stop or yield signs necessary to govern traffic.
- (b) Maintain, operate and upgrade as necessary existing traffic signals.
- (c) Install, maintain and operate new traffic signals where warranted (Town Commission approval will be required prior to the installation of a traffic signal at the intersection of two Town streets), and Town-Commission approval will be required prior to the removal of any traffic signal covered by this Agreement.
- (d) Prohibit or restrict traffic movements including left, right and U turns.
- (e) Install and maintain traffic markings including crosswalks, safety zones and traffic lane striping.
- (f) Designate one-way streets.
- (g) Establish no-parking, no-standing, and no-stopping regulations.
- (h) Establish emergency and experimental regulations.
- (i) Establish on-street truck and passenger loading zones.
- (j) Establish speed limits.
- (k) Establish no passing zones.

RECORDERS MEMO: Legality
of Writing, Signing or Printing
unsatisfied. Document
when received.

- (l) Establish traffic control guidelines for all roadway construction and maintenance operations.
- (m) Prohibit use of streets by trucks.
- (n) Establish bridge loading restrictions.

The County shall perform the above-described functions and duties provided, however, the County may assign to its Division of Traffic Engineering or any successor division which may be created, such ministerial tasks as it deems appropriate. The County shall be fully responsible for all items delineated in paragraphs (a) through (n) above, and the Town shall have no duties or obligations whatsoever with regard to items delineated in paragraphs (a) through (n) above.

All signs, signals, and markings and the placement thereof shall be in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the State Department of Transportation.

2. ROADWAYS AND INTERSECTIONS AFFECTED

The transfer of functions and duties described in Section 1 above shall apply only to all signalized intersections and the following roadways:

<u>ROAD</u>	<u>LIMITS</u>
(a) Indiantown Road	SR-5 (U.S. 1) to A-1-A
(b) Center Street	Within City limits
(c) Old Dixie Highway	From Alt. A-1-A to north City limits
(d) Military Trail (Perry Avenue)	Within City limits
(e) Toumy Penna Drive	Within City limits
(f) A-1-A	Within City limits
(g)	
(h)	
(i)	
(j)	

At such time that any roadway within the Town which is currently under the jurisdiction of the State of Florida is turned over to the County for maintenance and the County receives written notification thereof from the Town, then that roadway shall be considered included in this Agreement.

The existing signalized intersections affected follow:

- (a) Center Street and Alt. A-1-A/Old Dixie Highway
- (b) Indiantown Road (SR-706) and Alt. A-1-A/Old Dixie Highway
- (c) Indiantown Road and Loxahatchee Drive
- (d) Indiantown Road and U.S. 1
- (e) Riverside Drive and Alt. A-1-A
- (f) SR-707 and U.S. 1
- (g) Indiantown Road School Flashers

3. RETENTION BY THE TOWN OF FUNCTIONS AND DUTIES NOT TRANSFERRED

It is specifically understood and agreed that all rights and powers as may be vested in the Town pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provisions of the Town and not specifically transferred to County hereunder shall be fully retained by the Town. It is further understood and agreed that the Town is not transferring any of its traffic enforcement functions, rights and duties together with all rights of enforcement of Town traffic ordinances or State traffic statutes.

4. TRANSFER OF OWNERSHIP OF TRAFFIC CONTROL DEVICES

The Town transfers ownership to the County of all traffic control devices presently installed within and owned by the Town within the roadways involved in this Agreement. The existing traffic signals involved are those listed in Section 2 of this Agreement.

5. PAYMENT OF UTILITIES FOR TRAFFIC CONTROL DEVICES

County agrees to be responsible for and to pay utility bills for traffic control devices enumerated in Section 2 of this Agreement.

6. COUNTY TO PROVIDE NECESSARY FINANCIAL SUPPORT UNDER AGREEMENT

The County agrees to provide in its annual budget the financial support necessary for the purposes set forth in this Agreement.

7. APPLICATION FOR STATE AND FEDERAL GRANTS BY COUNTY

The Town agrees to allow the County to apply for and accept any State or Federal Grants, loans, or other programs, which may become available to the County by virtue of the transfer of this function from the Town to the County.

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8. TOWN ORDINANCES TO CONFORM TO AGREEMENT

The Town agrees to make whatever changes to its code of ordinances that are necessary to fully implement the provisions of this Agreement.

9. REQUESTS OF THE TOWN

Subject to budgetary and financial considerations, the County and the Traffic Engineering Division of the County agree to implement all reasonable written requests of the Town promulgated by Resolution of the Town Commission for the installation, retention, or removal of traffic control devices within the Town and further agree to implement all reasonable requests of the Town with regard to any of the duties and functions specified in paragraph 1 above, so long as such requests accord with the Manual on Uniform Traffic Control Devices for Streets and Highways and specifications of the State Department of Transportation and commonly accepted standards of traffic engineering.

10. CANCELLATION

This Agreement may be cancelled by the Town or County upon ninety (90) days formal written notice. In the event of any cancellation the parties agree that the traffic signals shall remain at their respective locations subject to the following:

- (a) Signals owned prior to this Agreement by the Town shall become Town property and subject to Town ownership and control thereafter.
- (b) Signals originally owned or constructed by the County may be purchased by the Town upon notice to that effect from Town to County within sixty (60) days from date of cancellation. If the Town desires to retain these signals it shall pay the County for the County's original cost thereof, including installation charges, minus a depreciation factor of one-tenth (1/10) of the original cost per year to be deducted from such cost. In no event however shall the payment be less than thirty percent (30%) of the original cost of installation.

BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA

By: _____

Chairman JUL 25 1978

JOHN B. DUNKLE, CLERK
Board of County Commissioners

John B. Dunkle
DEPUTY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

COUNTY ATTORNEY

TOWN OF JUPITER, FLORIDA

By: _____

ATTEST:

Town Clerk

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