

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
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-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

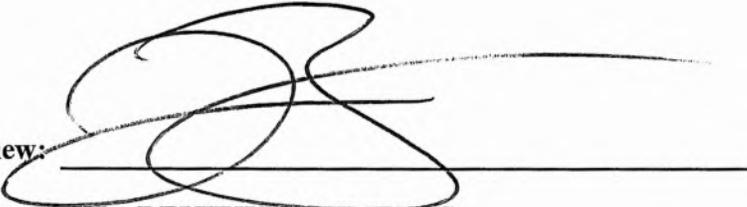
Is Item Included in Current Budget? Yes No

Does this item include the use of federal funds? Yes No

Budget Account No:

Fund Dept Unit Object

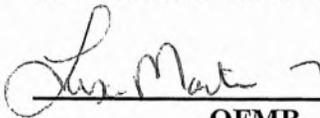
****The fiscal impact of this item is indeterminable at this time.**
 Palm Beach County will provide certain maintenance and operation responsibilities over certain traffic signals on Town of Juno Beach (Town) maintained road rights-of-way. Future maintenance expenses are subject to annual budget approval. The Town of Juno Beach (Town) will be the responsible for any and all costs at intersections of only Town maintained roads. At the intersections of Town and County maintained road, the Town and County will equally share costs. Payments are to be made by the Town (30) days from the date of the County invoice.



C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 7/28/22
 OFMB GA 7-28-22
 JR 7-28-22


 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

 8/5/22
 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 JUNO BEACH PROVIDING FOR TRAFFIC CONTROL JURISDICTION WITHIN THE TOWN OF JUNO BEACH BY PALM BEACH COUNTY.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this _____ day of _____, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the Town of Juno Beach, a municipal corporation of the State of Florida (TOWN) (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, as amended, 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, Section 316.006(2)(a), Florida Statutes, as amended, vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads; and

WHEREAS, Section 316.006(2)(c), Florida Statutes, as amended, provides that the TOWN may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority (AUTHORITY) over areas within the TOWN to the COUNTY; and

WHEREAS, pursuant to Section 316.006(2)(a), Florida Statutes, as amended, the TOWN has AUTHORITY over COUNTY roadways within the TOWN boundaries; and

WHEREAS, on April 24th, 1973, the COUNTY and the TOWN entered into an interlocal agreement (R1973-194) (TRAFFIC CONTROL AGREEMENT), wherein the TOWN transferred certain traffic control functions and duties to the COUNTY over the traffic signal at Juno Isles Boulevard and State Road 5; and

WHEREAS, the Palm Beach County Comprehensive Plan Thoroughfare Right of Way Identification Map, as may be amended, depicts a network of roadways required to meet future traffic demands, with some roadways maintained by the State or the COUNTY, and some by municipalities (collectively, THOROUGHFARE); and

WHEREAS, the COUNTY maintained roadways are depicted in the Palm Beach County Road Atlas, as may be amended; and

WHEREAS, the TOWN agrees to transfer, and the COUNTY agrees to accept, AUTHORITY over all COUNTY maintained THOROUGHFARE roadways within the TOWN's municipal boundaries, including but not limited to, Ocean Drive, Ellison Wilson Road and Donald Ross Road; and

WHEREAS, the TOWN agrees to transfer, and the COUNTY agrees to accept certain maintenance and operations responsibilities over certain traffic signals on TOWN maintained road rights-of-way; and

WHEREAS, the TOWN and COUNTY believe the public's interest will be best served by the Parties entering into this AGREEMENT; and

NOW, THEREFORE, in consideration of the mutual obligations and undertakings, the Parties do hereby covenant, and decree as follows:

The above recitations are true and correct and incorporated herein.

Section 1. Purpose

The purpose of this AGREEMENT is to:

- a. Provide the COUNTY with AUTHORITY over all COUNTY maintained THOROUGHFARE roadways within the TOWN's municipal boundaries, as further described in Section 3 below; and
- b. Provide the COUNTY with certain maintenance and operations responsibilities over certain traffic signals on TOWN maintained roads, as further described in Section 3 below.

Section 2. Repeal of Traffic Control Agreement (R1973-194)

The TRAFFIC CONTROL AGREEMENT is hereby repealed in its entirety and replaced by this AGREEMENT.

Section 3. COUNTY AUTHORITY

- a. COUNTY Maintained THOROUGHFARE Roads
 - i. Subject to the limitation in this Section 3, the TOWN agrees to transfer and the COUNTY agrees to accept AUTHORITY over all COUNTY maintained THOROUGHFARE roads within the TOWN's municipal boundaries. To the extent that the TOWN annexes a right-of-way within the limits of a COUNTY maintained THOROUGHFARE road, such annexed right-of-way shall be included in this AGREEMENT. However, on COUNTY maintained THOROUGHFARE roads, the COUNTY does not accept any maintenance responsibility for any traffic control device, such as pavement markings, signs, and traffic signals that was not warranted by the County Engineer (UNWARRANTED DEVICES). UNWARRANTED DEVICES may be removed by the COUNTY. The TOWN agrees to retain maintenance responsibility for UNWARRANTED DEVICES located on COUNTY maintained THOROUGHFARE roads, as of the Effective Date.
 - ii. Subject to the limitations in this Section 3, pursuant to its AUTHORITY over COUNTY maintained THOROUGHFARE roads, the COUNTY may place and maintain such traffic control devices which conform to the Manual on Uniform Traffic Control Devices (MUTCD) and specifications of the Florida Department of Transportation, as COUNTY shall deem necessary to indicate and carry out the

provisions of Chapter 316, Florida Statutes, or to regulate, warn, or guide traffic.

b. TOWN Roads

- i. The TOWN agrees to transfer and the COUNTY agrees to accept and perform certain functions and duties on TOWN maintained roads, as follows:
 - a. Maintain and operate traffic signals at signalized intersections, including related traffic signs and pavement markings (collectively TRAFFIC CONTROL DEVICES), only if the TRAFFIC CONTROL DEVICE is warranted according to the MUTCD, as determined by the County Engineer, and is installed after the Effective Date. Such warranted TRAFFIC CONTROL DEVICES shall be considered included in this AGREEMENT.
 - b. At the intersection of only TOWN maintained roads, the TOWN agrees to be responsible for any and all costs related to the design and installation of new TRAFFIC CONTROL DEVICES, and for all costs incurred by the COUNTY related to any modification, upgrade, and/or replacement of TRAFFIC CONTROL DEVICES, regardless of cause.
 - c. At the intersection of TOWN and COUNTY maintained roads, the TOWN and COUNTY will equally share the costs to design and install future TRAFFIC CONTROL DEVICES and equally share the costs incurred by the COUNTY for any modification, upgrade, or replacement of TRAFFIC CONTROL DEVICES.
 - d. Payments are to be made by the TOWN within thirty (30) days from the date of the COUNTY invoice.
- c. The Parties understand and agree that all rights and powers, as may be vested in the TOWN pursuant to Chapter 316, Florida Statutes, and any other law, ordinance, or TOWN Charter provision, that are not specifically transferred to the COUNTY under this Agreement, shall be retained by the TOWN. The Parties further understand and agree that the TOWN is not transferring any of its traffic enforcement functions, rights, or duties by the execution of this AGREEMENT, and the TOWN shall fully retain such traffic enforcement functions, rights, and duties, together with all right of enforcement of TOWN traffic ordinances or State traffic laws.

Section 4. Transfer of Ownership of Traffic Control Devices

With the exception of UNWARRANTED DEVICES, the TOWN hereby transfers ownership to the COUNTY of all traffic control devices installed within and owned by the TOWN on COUNTY maintained THOROUGHFARE roads, if any, and TRAFFIC CONTROL DEVICES, which are included in this AGREEMENT under Section 3.b.i. above. Ownership of UNWARRANTED DEVICES remains with the TOWN.

Section 5. Termination

This AGREEMENT may be terminated by COUNTY or TOWN upon formal written notice given at least ninety (90) days prior to the next succeeding October 1st and said October 1st shall be the effective date of such cancellation.

- a. Upon termination and at the discretion of the COUNTY, traffic control devices on

COUNTY maintained THOROUGHFARE roads may be (1) purchased by the TOWN or (2) removed by the COUNTY at the TOWN's expense. If the TOWN desires to purchase COUNTY'S traffic control devices, TOWN shall pay the COUNTY for the COUNTY's original incurred cost thereof, as determined by the County Engineer, 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. The TOWN is to submit the purchase payment within sixty (60) days from the date of termination. If the TOWN does not desire to purchase the COUNTY's traffic control devices, the COUNTY shall remove the traffic control devices and the TOWN shall pay the COUNTY for all actual costs to remove the traffic control devices, within thirty (30) days from the date of the COUNTY invoice.

- b. Upon termination, TRAFFIC CONTROL DEVICES owned prior to the Effective Date of this AGREEMENT by the TOWN, if any, and TRAFFIC CONTROL DEVICES at the intersection of TOWN maintained roads shall become TOWN property and subject to TOWN ownership and control thereafter.

Section 6. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

Section 7. Filing

Upon execution by both Parties, a certified copy of this AGREEMENT shall be filed with the Clerk of Circuit Court in and for the COUNTY.

Section 8. Severability

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

Section 9. Insurance

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), TOWN and COUNTY represent that each is a political sub-division of the state subject to the limitations of Florida Statutes 768.28 as amended. TOWN and COUNTY each agree to maintain fiscally sound and prudent insurance programs with regard to their respective obligations under this AGREEMENT.

Should either TOWN and/or COUNTY contract with a third-party to perform any service related to the AGREEMENT, TOWN and/or COUNTY shall require the third-party to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include TOWN and COUNTY as Additional Insureds.

Section 10. Indemnification

The TOWN shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their 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 agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes § 768.28 be waived.

Section 11. 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 COUNTY and the TOWN:

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: Town of Juno Beach
Attn: Joseph Lo Bello, Town Manager
340 Ocean Drive
Juno Beach, FL 33408

With a copy to: Leonard G. Rubin, Town Attorney
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

Section 12. Legal Fees

Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this AGREEMENT shall be borne by the respective Parties.

Section 13. Venue

This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Venue for any and all legal actions necessary to enforce this AGREEMENT shall be held in Palm

Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity 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.

Section 14. Records

The COUNTY and TOWN shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT for at least five (5) years after completion or termination of this AGREEMENT.

Section 15. 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 R2017-1770, as amended.

Section 16. 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.

The TOWN does not have the power or authority to bind the COUNTY in any promise, agreement, nor representation.

Section 17. 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.

Section 18. Convicted Vendor List

As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, the TOWN shall have its contractors certify that their affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

Section 19. 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 constraint, be construed more severely against one of the Parties than the other.

Section 20. Assignment

Neither the COUNTY nor the TOWN shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 21. 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.

Section 22. Inspector General

The COUNTY has established the Office of the Inspector General in 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 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.

Section 23. 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.

Section 24. 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, thirty (30) day written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.

Section 25. Counterparts

This AGREEMENT, including any exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same AGREEMENT. The COUNTY may execute the AGREEMENT through electronic or manual means. The TOWN shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

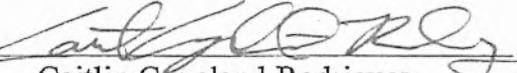
Section 26. Appropriations

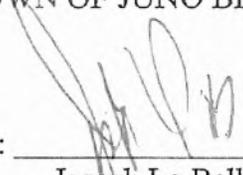
Palm Beach County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this day and year first above written.

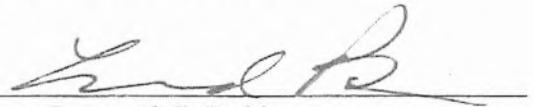
ATTEST:

TOWN OF JUNO BEACH

By: 
Caitlin Copeland-Rodriguez
TOWN Clerk

By: 
Joseph Lo Bello
TOWN Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Leonard G. Rubin
TOWN Attorney

ATTEST:

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

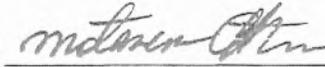
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Yelizaveta B. Herman
Assistant County Attorney

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