Agenda Item # 3-C-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **November 17, 2026** **[X] Consent** **[ ] Regular** **[ ] Ordinance** **[ ] Public Hearing**

Department: **Engineering and Public Works**
Submitted For: **Traffic Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) an Interlocal Agreement (Agreement) with the Town of Jupiter (Town) providing for the design, construction, and cost-sharing of a new traffic signal at the intersection of Toney Penna Drive and Central Boulevard (Project).

B) a Budget Amendment in the amount of $482,500 in the Transportation Improvement Fund to recognize the Agreement funding from the Town and appropriate the funds to the Project.

SUMMARY: Approval of the Agreement provides approval of the Project and the conditions upon which the County and Town agree to share the costs and responsibilities for design, construction, inspection, and maintenance of the Project. The Project will be completed by the County and will be constructed within the County and Town rights-of-way (ROW). The County will be responsible for the design, permitting, and construction of the Project and acquiring additional County ROW needed, if any. The Town will be responsible for acquiring Town ROW needed, if any, and reimbursing the County for 50% of the total actual Project costs, currently estimated at $965,000 for 100% of design, permitting, construction, and inspection. Upon completion, the County will maintain the Project pursuant to the Intergovernmental Agreement between Palm Beach County and the Town of Jupiter to Provide Traffic Engineering Services, R78-911, as amended (Traffic Control and Road Jurisdiction Agreement). District 1 (YBH)

Background and Justification: Pursuant to the Traffic Control and Road Jurisdiction Agreement, as amended by R92-766, R98-1852 and R2019-1864, the County has traffic control jurisdiction over the intersection of Toney Penna Drive and Central Boulevard. The County Engineer has determined that a new traffic signal is warranted at the Intersection. This Agreement supplements the Traffic Control and Road Jurisdiction Agreement by establishing the design, construction, and 50% cost-sharing terms between the County and the Town for the Project.

Attachments:
1. Location Sketch
2. Interlocal Agreement
3. Budget Amendment

Recommended By: David L Ricks 10/22/2026
YBH/TEL
County Engineer **Date**

Approved By: Pa 10/29/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	$965,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	($482,500)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	$482,500	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ☐ No ☑
Is this item using Federal Funds? Yes ☐ No ☑
Is this item using State Funds? Yes ☐ No ☑

Budget Account No:
Fund 3500 **Dept** 361 **Unit** 2004-037 **Object** 6555/8101 **RevSrc** 6994

Recommended Sources of Funds/Summary of Fiscal Impact:
Transportation Improvement Fund/
Traffic Signals - Countywide/
Toney Penna Dr at Central Boulevard Town of Jupiter, FL

Estimated Project Cost	$965,000.00
Town of Jupiter, FL ILA Agreement	**($482,500.00)**
Fiscal Impact	$482,500.00

Fiscal Impact: A budget amendment of **$482,500** to the Transportation Improvement Fund is required to recognize the Town of Jupiter's 50% cost-sharing contribution for the design, permitting, and construction of the traffic signal at the intersection of Toney Penna Drive and Central Boulevard, pursuant to the Interlocal Agreement.

C. Departmental Fiscal Review: Danny Rankin

III. REVIEW COMMENTS

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

OFMB 10/26/26 10/26 AH 10/26

Contract Dev. and Control 10/26/26 10-26-26

B. Approved as to Form and Legal Sufficiency:

10/29/26
Assistant County Attorney

C. Other Department Review:

Department Director

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



Location Map

Attachement 1 of 1

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF JUPITER PROVIDING FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF TONEY PENNA DRIVE AND CENTRAL BOULEVARD.

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this 17 day of November, 2026, 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 Jupiter, 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 over areas within the TOWN to the COUNTY as described herein; and

WHEREAS, on July 25th, 1978, the COUNTY and the TOWN entered into an interlocal agreement (R78-911) (TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT), as amended by R92-766, R98-1852 and R2019-1864, wherein the TOWN transferred certain traffic control functions and duties to the COUNTY over specific roads and signalized intersections; and

WHEREAS, the first amendment, R92-766, the TOWN transferred traffic control of Central Boulevard to the COUNTY and took back traffic control of Toney Penna Drive; and

WHEREAS, the intersection of Toney Penna Drive and Central Boulevard in the TOWN, is currently an un-signalized intersection over which the COUNTY has traffic control authority, pursuant to the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT, as amended, 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, Central Boulevard is within the municipal limits of the TOWN and is a COUNTY maintained THOROUGHFARE road right-of-way; and

WHEREAS, Toney Penna Drive is within the municipal limits of the TOWN and is a TOWN maintained THOROUGHFARE road right-of-way; and

WHEREAS, pursuant to section 1.c of the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT the COUNTY is responsible to install, maintain and operate new traffic signals where warranted; and

WHEREAS, the County Engineer has determined that a new traffic signal is warranted at the intersection of Toney Penna Drive and Central Boulevard (INTERSECTION) based upon standards contained in the Manual on Uniform Traffic Control Devices (MUTCD); and

WHEREAS, the COUNTY and the TOWN desire to work together to design and fund the construction of a new traffic signal at the INTERSECTION, as provided herein; and

WHEREAS, the COUNTY and the TOWN agree that it is in the public's interest to install a traffic signal at the INTERSECTION (PROJECT); and

WHEREAS, the PROJECT is to be constructed within COUNTY and TOWN rights-of-way; and

WHEREAS, COUNTY agrees to design and construct the PROJECT, as provided herein; and

WHEREAS, following its completion, the COUNTY shall maintain the PROJECT pursuant to the Traffic CONTROL AND ROAD JURISDICTION AGREEMENT; and

WHEREAS, COUNTY and TOWN agree to share the costs for design and construction of the PROJECT, as provided herein; and

WHEREAS, the TOWN and COUNTY believe the public's interest is best served by the Parties entering into this AGREEMENT.

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

Section 1. Recitals

The above recitations are true and correct and incorporated herein.

Section 2. Purpose

The purpose of this AGREEMENT is to memorialize the conditions upon which the COUNTY and TOWN agree to share the costs and responsibilities for design, construction, inspection, and maintenance of the PROJECT.

Section 3. TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT

Except as hereby amended, changed, or modified, all other provisions of the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT, as amended, shall remain in full force and effect.

Section 4. TOWN's Responsibilities

TOWN agrees to:

a. Acquire any required property interests over property located within the TOWN's municipal limits that the COUNTY determines are necessary to construct and or maintain the PROJECT in perpetuity. The COUNTY will not begin construction activities until the TOWN's required property interests are obtained.
b. Except for the costs to acquire any required easements, reimburse the COUNTY for 50% of the total actual costs required to design, permit, construct, and inspect the PROJECT. The construction costs include any costs, including but not limited to, required to relocate conflicting utilities as may be required to construct and or maintain the PROJECT. The costs of the PROJECT shall be based on the actual costs incurred by the COUNTY. Based on the current COUNTY annual signal construction contract, the COUNTY's preliminary cost estimate for 100% of the PROJECT costs related to design, permitting construction,

and inspection is $965,000. Within thirty (30) days of the COUNTY's written request, including all required supporting and back up documentation, the TOWN shall pay the COUNTY 50% of the total actual costs as referenced herein above.

c. To not unduly withhold or delay any TOWN permits that may be necessary to construct or maintain the PROJECT.
d. Grant, to the COUNTY at no cost to the COUNTY, such required property rights within TOWN right-of-way for performance of the design, permitting, construction, or maintenance of the PROJECT.
e. Within seven (7) calendar days of the COUNTY's notice, the TOWN may inspect the PROJECT, including any private property that was disturbed, and provide the COUNTY with a list of any corrective actions for the PROJECT in accordance with the COUNTY construction contract(PUNCH LIST).
f. Relocate utilities under the authority of the TOWN that the PROJECT design engineer determines to be in conflict with the PROJECT.
g. Assist with quality assurance and quality control of the PROJECT at any time during the design, permitting and construction phases of work.

Section 5. COUNTY's Responsibilities

COUNTY agrees to:

a. Acquire easements over property located in unincorporated COUNTY that the COUNTY determines are necessary to construct and or maintain the PROJECT in perpetuity, and prepare all required easement documents.
b. Develop the engineering design and construction plans for the PROJECT.
c. During design plan development, submit a courtesy copy of the in-progress plans for the TOWN'S review and comment and address TOWN'S comments.
d. Obtain all required permits for the PROJECT.
e. Award the PROJECT to one of the COUNTY's annual signal contractors for construction (CONTRACTORS).
f. Construct the PROJECT.
g. Provide construction project management / construction engineering and inspection services for the PROJECT.
h. Provide the TOWN a minimum seven (7) calendar days' notice before the COUNTY's final inspection of the PROJECT, to permit the TOWN time to perform inspections of the PROJECT improvements including those within the Toney Penna Drive right of way, and any private property that was disturbed.
i. Pursuant to the terms of the TRAFFIC CONTROL AND ROAD JURISDICTION AGREEMENT, assume maintenance responsibility for the PROJECT upon the completion of the PROJECT.

j. Provide the CONTRACTOR with the COUNTY and TOWN's PUNCH LIST.
k. Provide to the TOWN a signed and sealed copy of the as-built plans for the PROJECT in PDF and a copy of the PROJECT files in PDF and CAD.
l. Assemble final PROJECT cost tabulation, including detailed back up documentation for the total actual costs required to design, permit, construct, and inspect the PROJECT and submit same to the TOWN with a final invoice for final payment from TOWN to COUNTY of the TOWN'S 50% share of PROJECT costs.

Section 6. 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 termination. If termination occurs before PROJECT is completed, the COUNTY shall cease work on PROJECT. The TOWN shall reimburse COUNTY for 50% of the total actual costs that the COUNTY expended to design, permit, construct, and inspect the PROJECT, as of the termination date. The TOWN shall purchase the uninstalled PROJECT materials from the COUNTY within 90 days of the termination date. If not purchased and collected by the TOWN within 90 days, these PROJECT materials shall become property of the COUNTY.

Section 7. Effective Date

This AGREEMENT shall take effect upon execution by the Parties.

Section 8. Filing

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

Section 9. 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 10. Insurance

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, TOWN and COUNTY represent that each governmental entity is 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 $2,000,000 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 11. 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 12. 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 Jupiter, Engineering and Public Works Department

Attn: George Dzama, P.E.

Director of Engineering & Public Works

210 Military Trail

Jupiter, FL 33458

With a copy to: TOWN Attorney's Office

Attn: Thomas Baird

210 Military Trail

Jupiter, FL 33458

Section 13. 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 14. Governing Law 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 15. Records

The COUNTY and TOWN shall maintain such books, records and documents as may be necessary 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 16. 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, 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 R-2025-0748, as may be amended.

Section 17. 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.

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

Section 18. Legal Compliance

The TOWN and COUNTY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing their responsibilities under this AGREEMENT.

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

Section 21. 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 22. 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 23. 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 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 24. 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 25. 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, a 30-day written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.

Section 26. 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 Parties may execute the AGREEMENT through electronic or manual means.

Section 27. Appropriations

COUNTY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Board of County Commissioners. The TOWN's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the TOWN Council.

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

TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by Jim Kuretski as its duly authorized representative this 20th day of August, 2026.

ATTEST

Merriane Lahmeur
Town Clerk

TOWN OF JUPITER

Jim Kuretski
Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY

Thomas J. Baird
Town Attorney

EXECUTED by COUNTY this _____ day of _____, 2026.

(COUNTY Seal)

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

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

By: _____
Mayor, Palm Beach County

27-0131

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 102126-38

BGEX 102126-232

FUND 3500-Transportation Improvmt Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 10/21/2026	REMAINING BALANCE
REVENUES									
3500-361-2004-6994	Municipal Participation Prot	Traffic Signals - Countywide	222,108	222,108	482,500	0	704,608		
			0	0	0	0	0		
	Total Fund Revenues		**336,317,732**	**333,629,990**	**482,500**	**0**	**334,112,490**		
EXPENDITURES									
3500-361-2004-8101	Contributions Othr Govtl Agncy	Traffic Signals - Countywide	150,000	150,000	482,500	0	632,500		632,500
			0	0	0	0	0		0
	Total Fund Expenditures		**336,317,732**	**333,629,990**	**482,500**	**0**	**334,112,490**		

SIGNATURES **DATES**

Danny Randolph — 10/21/26

Initiating Department/Division

10/26/2026

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 17-Nov-26

Deputy Clerk to the
Board of County Commissioners

Updated by OFMB 01/08/2025