

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

---

<b>Meeting Date:</b> October 17, 2006	<input checked="" type="checkbox"/> [X]	<b>Consent</b>	<input type="checkbox"/> [ ]	<b>Regular</b>
	<input type="checkbox"/> [ ]	<b>Workshop</b>	<input type="checkbox"/> [ ]	<b>Public Hearing</b>

**Department:**  
**Submitted By:** Engineering & Public Works  
**Submitted For:** Traffic Division

---

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** An Agreement with the City of Boca Raton (City) to provide partial funding to build a north approach right turn lane at the intersection of Yamato Road and Military Trail.

**Summary:** The City will be widening Yamato Road west of Military Trail. This roadway project will include improvement to the intersection of Yamato Road and Military Trail. The funds will allow the City to construct a right turn lane on the north approach of the intersection.

**District:** 4 (M.E.)

**Background and Justification:** When Palm Beach County (PBC) widened Yamato Road east of Military Trail, a right turn lane on the north approach was not included in that work due to the unavailability of right-of-way. Military Trail is a County roadway. The City has designed plans to widen Yamato Road west of Military Trail. The City has acquired the right-of-way necessary for the right turn lane. The City is requesting County funds to design and construct the right turn lane as part of the City roadway project. The requested \$150,000 includes \$20,000 for the estimated design costs, \$90,000 for the estimated construction costs, and \$40,000 for contingencies. The payment will not exceed the actual cost incurred by the City.

**Attachments:**

1. Location Sketch
2. Agreements (2)
3. City of Boca Raton Resolution 96-2006

---

**Recommended By:** Jan Messby  
**Division Director**

**Date**

09/12/06 *[Signature]*

**Approved By:** S. T. Wahl  
**County Engineer**

9/21/06

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$150,000</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>-0-</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>\$150,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Acct No.: Fund 3500 Dept. 361 Unit 0555 Object 6551  
Program

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund  
Yamato Rd/Military Trail to Congress

C. Departmental Fiscal Review: R. D. Ward 9/11/06

## III. REVIEW COMMENTS

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

Jim Dink 9-25-06  
OFMB  
9-25-06  
9-21-06

Jim J. Jowett 9/27/06  
Contract Dev. and Control  
E. Jowett 9/27/06

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

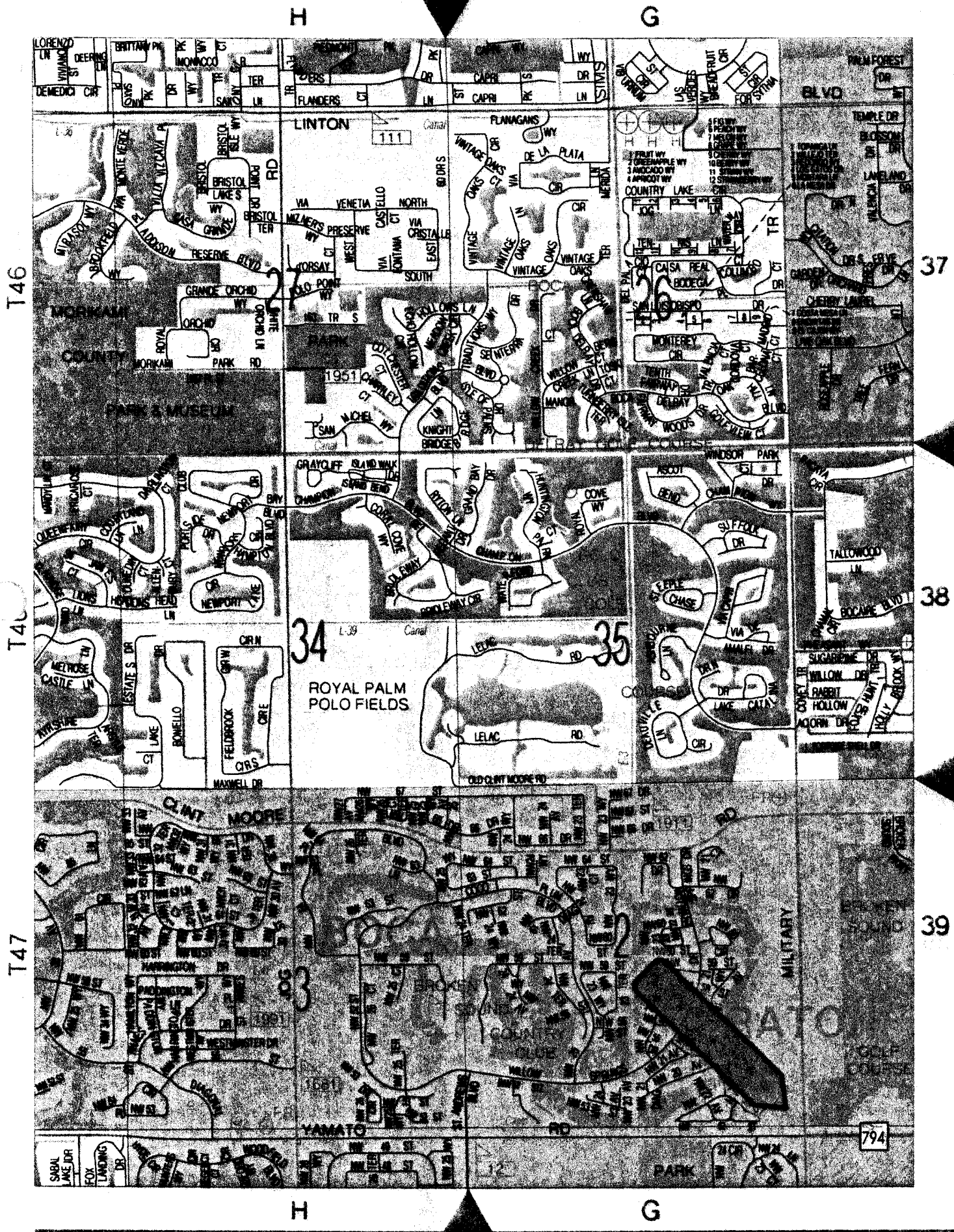
Monica R. Pitt 9/28/06  
Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

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



**JOINT PROJECT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE  
CITY OF BOCA RATON FOR IMPROVEMENTS TO THE MILITARY TRAIL AND  
YAMATO ROAD INTERSECTION**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 the "COUNTY" and THE CITY OF BOCA RATON, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "CITY".

**WITNESSETH**

WHEREAS, the CITY desires to improve the intersection of Yamato Road and Military Trail, a COUNTY road, by adding a southbound right turn lane, hereinafter referred to as "INTERSECTION IMPROVEMENT"; and

WHEREAS, the CITY has requested the COUNTY fund the design and construction of the INTERSECTION IMPROVEMENTS; and WHEREAS, the INTERSECTION IMPROVEMENTS will improve the traffic safety and operations at the intersection of Yamato Road and Military Trail; and

WHEREAS, the County planned to make the INTERSECTION IMPROVEMENT as part of the widening of Yamato Road east of Military Trail, but deleted the INTERSECTION IMPROVEMENT due to lack of available right-of-way; and

WHEREAS, the City wishes to fund the right-of-way acquisition for the turn lane;

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

1. The above recitations are true and correct and are incorporated herein and are a part hereof by this reference.
2. The City agrees to:
  - a. The City shall be responsible, at no cost to the COUNTY, for obtaining the necessary Right-of-Way, which shall be dedicated to the COUNTY for the purpose of accomplishing the INTERSECTION IMPROVEMENT. The cost of the Right-of-Way is estimated to be \$83,000, however, the City shall be responsible for all Right-of-Way costs including, but not limited to appraisals, acquisition settlements, legal fees, and all costs up to and in excess of this estimate;
  - b. The CITY shall be responsible for designing and constructing the INTERSECTION IMPROVEMENT;
  - c. The CITY shall be responsible for the administration of consultant services for the design of the INTERSECTION IMPROVEMENTS;
  - d. The CITY shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations required for the INTERSECTION IMPROVEMENTS from any federal, state, regional or local agency and the COUNTY shall issue to the CITY any required permits and waive all fees which would normally be charged;
  - e. The CITY shall provide all construction drawings, specifications, and contract documents necessary to include this INTERSECTION IMPROVEMENTS work within the contract for Spanish River Boulevard, east of Military Trail.

- f. The CITY shall supervise and administer construction of the INTERSECTION IMPROVEMENT including disbursement of funds associated with the work.
- g. The CITY shall contract for and obtain or provide all labor and materials necessary for the INTERSECTION IMPROVEMENTS;
- h. The CITY shall require each contractor engaged by the CITY for work associated with this Agreement to maintain:
  - (a) Workers' Compensation coverage in accordance with Florida Statutes; and
  - (b) Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000). The CITY and COUNTY shall be included in the coverage as an additional insured; and
- i. A payment and performance bond for the total amount of the improvements in accordance with Florida Statute 255.05, which may be included within the bond for the City's Spanish River Boulevard contract.

3. The COUNTY agrees to:

- a. The COUNTY shall be responsible for the funding of the INTERSECTION IMPROVEMENTS including design, contract preparation, bidding, award, construction, contract administration, and inspection pursuant to all applicable state and local laws and regulations. These costs are estimated to be \$90,222.48, however, the COUNTY shall be responsible for all costs up to and in excess of this estimate amount not to exceed \$150,000.

- b. The COUNTY will be invoiced by the City for and make payment of the cost of the total monthly invoice towards the Subject Road Improvements as stated in Paragraph 3 of this agreement. County Engineer shall have the right, but not the obligation, to inspect and approve the construction. City shall submit proof of payment to County's contract monitor or his designee in a form deemed satisfactory by County. In no event shall County have any payment obligation to any other entity or person.

City shall complete, execute and deliver not more than once a month a Contract Payment Request Form and a Contractual Services Purchases Schedule Form (hereinafter "County Forms"), attached hereto and incorporated herein as Exhibit "A" and a Certificate of Payment, all of which are required for each and every reimbursement requested by City. County Forms shall list: (i) each invoice payable by City; (ii) the vendor invoice number; (iii) invoice date; and (iv) the pro rata amount attributable to the County Obligation and payable by City. City shall attach a copy of each vendor invoice paid by City along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the program administrator and the program financial officer for City shall certify the total funds payable by City on the Project and shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by City as indicated. The Certificate for Payment shall certify: (i) that all of the Invoices are true, accurate and complete copies of the originals; (ii) that City is current with regard to the payment of the invoices; (iii) a certification by the

City's engineer that all of the work for which Invoices have been submitted has been completed; and (iv) the total and aggregate dollar amount of all of the Invoices attached to the Certificate for Payment. Invoices received from City will be reviewed and approved by County indicating that the expenditures have been made in conformity with the requirements of this Agreement. Thereafter, they will be sent to County's Finance Department for final approval and payment within thirty (30) days following receipt of an acceptable Contract Payment Request Form and a Contractual Services Purchase Schedule Form.

4. The CITY shall use its best efforts to commence construction of the INTERSECTION IMPROVEMENT prior to December 2006. Should construction not be commenced prior to that date, this Agreement will terminate unless extended by the parties.
5. All parties agree that in the event either party fails to meet the necessary requirements outlined in this agreement, the defaulting party shall reimburse the other party(s) for expenses incurred to that point.
6. All notices, requests, consents and other communications required and permitted under this agreement shall be in writing and shall be by registered or certified mail to the following:

As to CITY:                      Robert J. DiChristopher, P.E.  
Director of Municipal Services  
City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432  
Phone: (561) 416-3409  
Fax: (561) 416-3343

With a Copy to:                Diana Grub Frieser, City Attorney  
City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432



As to COUNTY: Daniel Weisberg, P.E.  
Traffic Division  
Palm Beach County  
160 Australian Avenue  
West Palm Beach, FL 33406  
Phone: (561) 684-4030  
Fax: (561) 478-5770

With a Copy to: Marlene Everitt, Assistant County Attorney  
County Attorney's Office  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
Phone: (561) 355-2225  
Fax: (561) 355-4398

7. The effective date of this Agreement shall be the date of full execution by all parties and upon filing with the Clerk of the Courts for Palm Beach County, Florida.
8. The COUNTY and the CITY recognizes that each is an independent contractor and not an agent or servant of the other. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.
9. The parties to the Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party, of the liability limits established in Section 768.28, Florida Statutes.

10. Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
11. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. The COUNTY and the CITY agree to budget and appropriate funds if available.
12. The COUNTY and CITY agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of this Agreement. The CITY will ensure that all contracts let for the INTERSECTION IMPROVEMENT pursuant to the terms of this Agreement will contain similar non-discrimination and equal opportunity clause.
13. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice exercising any of its rights.
14. Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provide, however, that this clause pertained only to the parties to the Agreement.
15. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein certify that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management

Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

16. This Agreement shall be construed by and governed by the laws for the State of Florida.

Any and all legal action 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 other 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 or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

17. The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as matter of judicial constraint, be construed more severely against one of the parties than the other.

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

19. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

[Remainder of this page is purposely left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

ATTEST:

Sharma Carannante  
Sharma Carannante, City Clerk

Date: 7/26/06

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature] 944  
for City of Boca Raton

ATTEST:

Sharon R. Bock, County Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

CITY OF BOCA RATON, FLORIDA

By: [Signature]  
Steven Abrams, Mayor

Date: 7/26/06

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]



Incorporated 1925

## RESOLUTION

96-2006

1  
2 A RESOLUTION OF THE CITY OF BOCA RATON  
3 AUTHORIZING THE MAYOR AND CITY CLERK TO  
4 EXECUTE A JOINT PROJECT AGREEMENT WITH PALM  
5 BEACH COUNTY FOR THE PURPOSE OF IMPROVING  
6 THE INTERSECTION OF MILITARY TRAIL AT YAMATO  
7 ROAD BY ADDING A SOUTHBOUND RIGHT TURN LANE;  
8 PROVIDING FOR SEVERABILITY; PROVIDING FOR  
9 REPEALER; PROVIDING AN EFFECTIVE DATE  
10

11 WHEREAS, the City of Boca Raton desires to enter into a joint project agreement  
12 with Palm Beach County for the purpose of improving the intersection of Military Trail at Yamato  
13 Road by adding a southbound right turn lane; and

14 WHEREAS, such joint project agreement has been prepared and a copy thereof is  
15 attached hereto; now therefore  
16

17 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA  
18 RATON:  
19

