

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** March 13, 2007

☒ **Consent**    ☐ **Regular**  
☐ **Workshop**    ☐ **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Traffic Division

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A. A Joint Project Participation Agreement (JPA) with the City of West Palm Beach for the construction of an emergency mast arm traffic signal at the intersection of Okeechobee Boulevard (SR 704) and Benoist Farms Road.
- B. A Budget Amendment of \$150,000 in the Transportation Improvement Fund to recognize the City of West Palm Beach's participation in this project and appropriate it to Signal/Okeechobee Boulevard and Benoist Farms Road.
- C. A Budget Transfer of \$150,000 in the Transportation Improvement Fund from Traffic Signals-Mast Arms FY 2007 to Signal/Okeechobee Boulevard and Benoist Farms Road.

**Summary:** The City of West Palm Beach will reimburse the County for one-half of the cost of the construction of the emergency traffic signal on Okeechobee Boulevard (SR 704), a State road, at the intersection with Benoist Farms Road, a County-maintained roadway. The City is currently building Fire Station Number 7 on the northeast corner of the intersection. Funding for the County's share of the project's cost is available in the Traffic Signals - Mast Arms FY 2007 Account.

**District: 2 (M.R.E.)**

**Background and Justification:** A recent engineering study concluded that the intersection of Okeechobee Boulevard (SR 704) and Benoist Farms Road does not meet the minimum warrants for the installation of a traffic signal at this time, in accordance with the Federal and State Guidelines established in the Manual on Uniform Traffic Control Devices. **(Continued on Page 3)**

**Attachments:**

- 1. Location Sketch
- 2. Agreements (2)
- 3. Resolution No. 67-07 dated January 29, 2007
- 4. Budget Amendment
- 5. Budget Transfer

**Recommended By:** *De Masbury*

**Division Director**

02/02/07

**Date**

**Approved By:** *T. W. M.*

**County Engineer**

2/12/07

**Date**

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$300,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$150,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$150,000	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X .  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_.  
Program \_\_\_\_\_

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

Transportation Improvement Fund  
Signal/Okeechobee & Benoist Farms Rd  
Municipal Participation/Pavement Marking & Signals

Transportation Improvement Fund  
Traffic Signals-Mast Arms FY 2007/Signal-Okeechobee & Benoist  
Farms Rd  
Pavement Marking & Signals

C. Departmental Fiscal Review: R.D Ward 2/7/07

## III. REVIEW COMMENTS

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

Jim Burt 2-14-07  
OFMB  
2/14/07  
2/13/07

Jim J. Jacoby 2/14/07  
Contract Dev. and Control  
6/10/07 2/14/07

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

Mark R. Galt 2/16/07  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

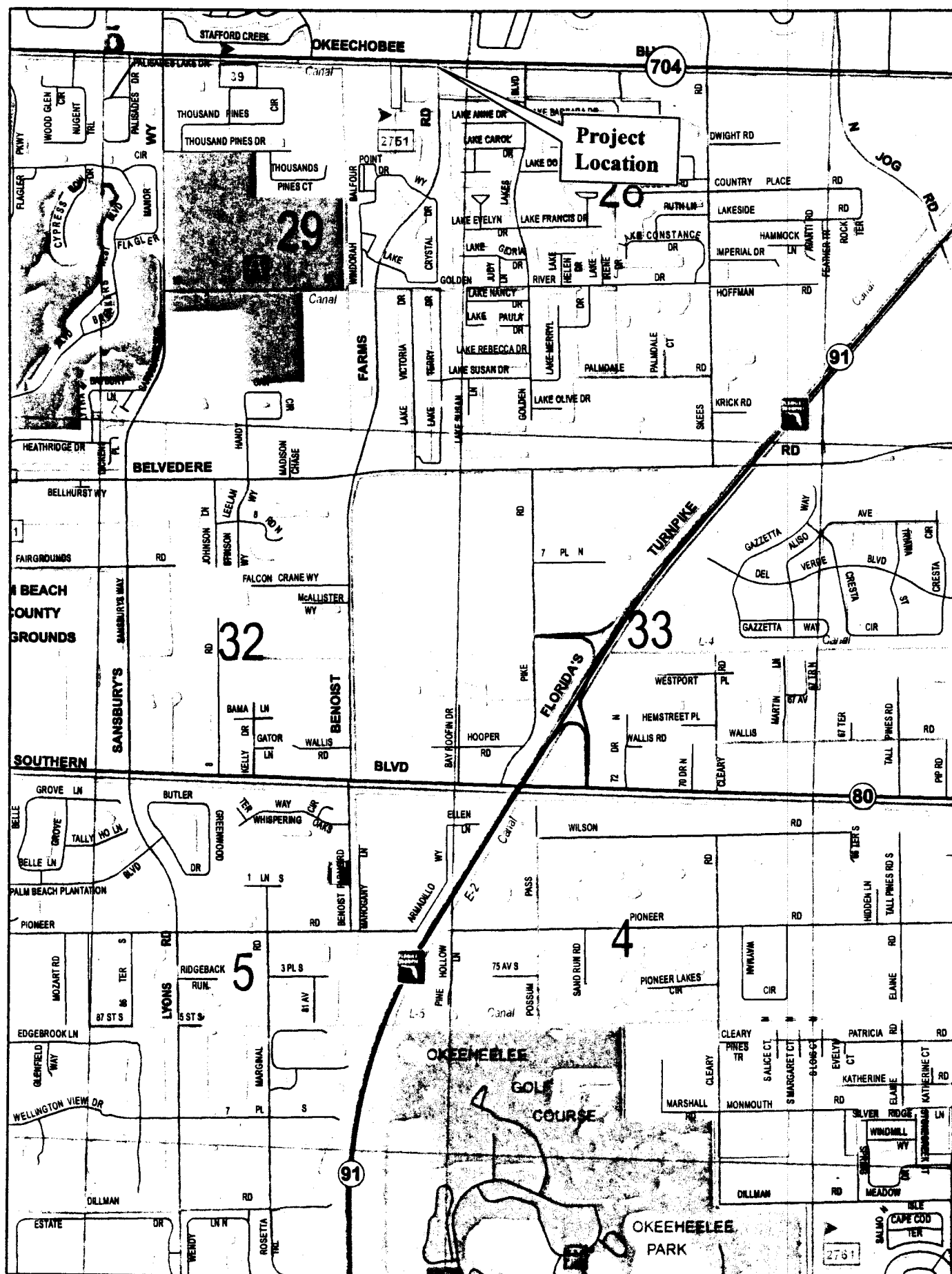
### C. Other Department Review:

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

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

**Background and Justification: (Continued)**

However, the installation of an emergency traffic signal is necessary for the safe and efficient operation of the City's Fire Station Number 7, which is currently being constructed on the northeast corner of the intersection. Okeechobee Boulevard (SR 704) in this area is maintained by the Florida Department of Transportation and Benoist Farms Road is maintained by the County. Since there is no developer or third party commitment to fund the installation of the traffic signal, both the County and the City agreed to equally share the cost of the construction, construction inspection, and any utility relocation for this project. The City will reimburse the County for 50% of the actual total cost at the completion of the project. The project's total cost is currently estimated at \$300,000. Funds are available in the Traffic Signals - Mast Arms FY 2007 Account to pay for the County's share of the cost of this project. The County's share is currently estimated at \$150,000.



AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF WEST PALM BEACH  
FOR  
JOINT PROJECT PARTICIPATION  
OF THE  
TRAFFIC SIGNAL AT THE INTERSECTION OF OKEECHOBEE BOULEVARD (SR 704) AND  
BENOIST FARMS ROAD

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY", and the CITY OF WEST PALM BEACH, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the COUNTY and the CITY 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 with other localities on a basis of mutual advantage; and

WHEREAS, the COUNTY planned to install a traffic signal at the intersection of Okeechobee Boulevard and Benoist Farms Road as part of a project to widen Okeechobee Boulevard; and

WHEREAS, the COUNTY has recently conducted an engineering study, which concluded that the intersection of Okeechobee Boulevard and Benoist Farms Road does not meet the minimum warrants for the installation of a traffic signal at this time in accordance with the Federal and State guidelines established in the Manual on Uniform Traffic Control Devices; and

WHEREAS, the CITY is currently building Fire Station No. 7 on the north side of Okeechobee Boulevard at Benoist Farms Road; and

WHEREAS, the installation of an emergency mast arm traffic signal at the intersection of Okeechobee Boulevard and Benoist Farms Road is necessary for the safe and efficient operation of Fire Station No. 7; and

WHEREAS, a planned development on the north side of Okeechobee Boulevard at Benoist Farms Road (Oakton Commons) is not projected to generate enough traffic to warrant a traffic signal at the intersection of Okeechobee Boulevard and Benoist Farms Road in the near future; and

WHEREAS, Benoist Farms Road is a COUNTY maintained road; and

WHEREAS, Okeechobee Boulevard (SR 704) at Benoist Farms Road is maintained by the Florida Department of Transportation; and

WHEREAS, the COUNTY and the CITY declare that it is in the public's interest to install a mast arm traffic signal at the intersection of Okeechobee Boulevard with Benoist Farms Road, herein after referred to as PROJECT;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CITY do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

2. The COUNTY agrees to:
  - A. Have its engineering consultant finalize the design and obtain all required permits for the PROJECT.
  - B. Award the PROJECT to one of the COUNTY'S annual signal contractors for construction.
  - C. Provide construction inspection and assume maintenance responsibility upon final acceptance of the PROJECT.
3. The CITY agrees to:
  - A. Obtain an authorization from FDOT to construct the PROJECT.
  - B. Provide and install a 2-inch conduit between the main building of Fire Station No. 7 and a pull box at the PROJECT limits to be used for the emergency signal activation cable.
  - C. Reimburse the COUNTY for one half of the cost of the PROJECT, and agrees to not unduly withhold any CITY permits that may be necessary. Final determination of costs will be developed based on the accrued cost of the PROJECT, including but not limited to permit fees, inspection, construction, and the cost to relocate any utilities as needed. Present estimated CITY cost is approximately \$150,000.
4. All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this Agreement may be terminated. However, once the PROJECT has been awarded to the COUNTY contractor, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction of the PROJECT.
5. Costs shall be adjusted upon the current annual signal contract costs at completion of the project using contract unit prices and actual constructed quantities, said quantities being measured by the Palm Beach County Engineering and Public Works Department. The CITY shall provide payment of one half of the cost of the PROJECT within 30 days of receipt of an official notice from the COUNTY.
6. The CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of the CITY'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY'S negligent acts or omissions.
7. The COUNTY shall indemnify, defend, and hold harmless the CITY against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the CITY for the CITY'S negligent acts or omissions.

8. MISCELLANEOUS PROVISIONS:

Notices. All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail to the following addresses:

As to COUNTY: Palm Beach County Engineering Department  
Attention: Dan Weisberg, P. E., Director  
Traffic Division  
PO Box 21229  
West Palm Beach, FL 33416  
Phone: 561-684-4030  
Fax: 561-478-5770

As to CITY: City of West Palm Beach  
Attention: City Administration  
P O Box 3506  
West Palm Beach, FL 33402  
Phone: 561- 494-1040  
Fax: 561- 494-1115

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

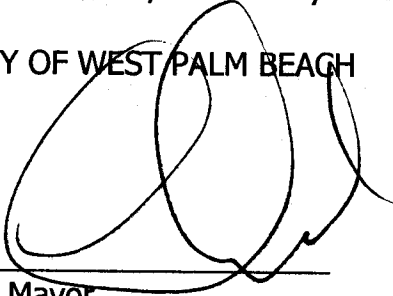
9. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.
10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understanding or terms of any kind as conditions of inducement to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner as this AGREEMENT.
12. In the event any terms or provisions of this AGREEMENT shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of this AGREEMENT.
13. The COUNTY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the PROJECT. The CITY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

14. The parties hereto 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) days written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.
15. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this AGREEMENT shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this AGREEMENT.
16. This AGREEMENT shall become effective upon its execution by the COUNTY and the CITY.
17. This AGREEMENT may be terminated, in writing, by either party if the design work of the PROJECT has not commenced within twelve (12) months of the execution of this AGREEMENT by the respective parties subject to Paragraph 4.

THIS SPACE LEFT BLANK INTENTIONALLY

**IN WITNESS WHEREOF**, the County of Palm Beach, Florida, has caused this AGREEMENT to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of this Board, pursuant to authority granted by said Board, and the City of West Palm Beach has caused this AGREEMENT to be signed in its name by its MAYOR and its seal to be affixed hereto, attested by its CLERK, the date and year first above written.

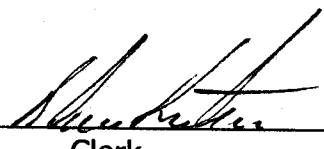
CITY OF WEST PALM BEACH

By:   
Mayor

PALM BEACH COUNTY  
ITS' BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chair

ATTEST:

By:   
Clerk

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  1-29-07  
CITY Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
COUNTY Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
ENGINEERING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH FOR JOINT PROJECT PARTICIPATION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF OKEECHOBEE BOULEVARD AND BENOIST FARMS ROAD; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

WHEREAS, the City of West Palm Beach desires to enter into a Joint Project Participation Agreement with Palm Beach County in order to install an emergency traffic signal at the intersection of Okeechobee Boulevard and Benoist Farms Road;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:

**SECTION 1:** The City Commission of the City of West Palm Beach hereby authorizes the Mayor to execute the Agreement between Palm Beach County and the City of West Palm Beach for Joint Project Participation of the Traffic Signal at the Intersection of Okeechobee Boulevard and Benoist Farms Road (the "Agreement") in the form and substance similar to that attached hereto as **Exhibit "A."**


**SECTION 2:** Upon execution of two (2) originals of the Agreement by the Mayor, both originals shall be forwarded to Brian Collins, Traffic Engineer, Engineering Services Division, for further handling. A fully executed original of the Agreement shall be provided to and retained by the City Clerk as a public record.

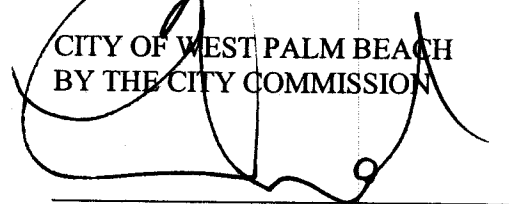
**SECTION 3:** This Resolution shall take effect immediately upon passage.


PASSED AND ADOPTED THIS 29<sup>th</sup> DAY OF January, 2007.

(CORPORATE SEAL)

ATTEST:

  
CITY CLERK

  
CITY OF WEST PALM BEACH  
BY THE CITY COMMISSION  
PRESIDING OFFICER

CITY ATTORNEY'S OFFICE  
Approved as to form  
and legal sufficiency  
By: 

Date: 1-29-07

2007-\_\_\_\_\_

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**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment**

FUND Transportation Improvement

**BGRV020507-271  
BGEX020507-962**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/05/07	REMAINING BALANCE
<b><u>REVENUES</u></b>								
<b><u>SIGNAL-OKEECHOBEE &amp; BENOIST</u></b>								
3500-361-1177-6994	Municipal Participation Prot	<u>0</u>	<u>0</u>	<u>150,000</u>	<u>0</u>	<u>150,000</u>		
<b>TOTAL RECEIPTS &amp; BALANCES</b>		258,623,782	250,926,701	150,000	0	251,076,701		
<b><u>EXPENDITURES</u></b>								
<b><u>SIGNAL-OKEECHOBEE &amp; BENOIST</u></b>								
3500-361-1177-6555	Pavement Marking & Signals	<u>0</u>	<u>0</u>	<u>150,000</u>	<u>0</u>	<u>150,000</u>	0	150,000
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		258,623,782	250,926,701	150,000	0	251,076,701		

	<b>SIGNATURE</b>	<b>DATE</b>	<b>By Board of County Commissioners At Meeting of <u>03/13/07</u></b>
<b>Engineering &amp; Public Works</b>	<u>R. D. Ward</u>	<u>2/5/07</u>	
<b>Administration / Budget Approval</b>	_____	_____	
<b>OFMB Department – Posted</b>	_____	_____	<b>Deputy Clerk to the Board of County Commissioners</b>

2007 \_\_\_\_\_

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BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX020507-963

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/05/07	REMAINING BALANCE
<u>SIGNAL-OKEECHOBEE &amp; BENOIST</u>								
3500-361-1177-6555	Pavement Marking & Signals	0	150,000	150,000	0	300,000	0	300,000
<u>TRAFFIC SIGNALS-MAST ARMS FY 2007</u>								
3500-361-1252-5303	Materials Signal Section	600,000	600,000	<u>0</u>	<u>150,000</u>	450,000		
				150,000	150,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 03/13/07

Engineering &amp; Public Works

R.D. Ward2/5/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the  
Board of County Commissioners