

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 10, 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 Broadway Avenue (SR5 / US1) and 49th Street.
- B. A Budget Amendment of \$350,000 in the Transportation Improvement Fund to recognize the participation of the City of West Palm Beach in this project and appropriate it to West Palm Beach Signal-Broadway Avenue and 49th Street.

Summary: The City of West Palm Beach will reimburse the County for the full cost of the design and construction of an emergency mast arm traffic signal on Broadway Avenue (SR5 / US1), a State and US road, at the intersection with 49th Street, a City-maintained roadway. The City has built and currently operates a fire station on the corner of the intersection. There is no County participation in funding the cost of this project.

District: 2 (M.R.E.)

Background and Justification: The installation of an emergency traffic signal is necessary for the safe and efficient operation of the City's fire station located on the corner of the intersection of Broadway Avenue and 49th Street. Broadway Avenue (SR5 / US1) is maintained by the Florida Department of Transportation and 49th Street is maintained by the City. Since the County is the maintaining agency of the traffic signals within the City limits, the County agreed to design and build the signal using its annual signal design consultant and annual signal construction contractor. The City will reimburse the County for 100% of the actual total cost at the completion of the project. The total cost of the project is currently estimated at \$350,000. There is no fiscal impact to the County.

Attachments:

- 1. Location Sketch
- 2. Agreements (2)
- 3. Resolution No. 66-07 dated January 29, 2007
- 4. Budget Amendment

Recommended By: *matson Altman*
for Division Director

2/22/07 *JW*
Date

Approved By: *S. J. Welde*
County Engineer

3/14/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$350,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$350,000>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-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
West Palm Beach Signal/Broadway & 49th St
Pavement Marking & Signals

C. Departmental Fiscal Review: R. J. Ward 2/16/07

III. REVIEW COMMENTS

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

James D. ... 3-19-07
OFMB
3-19-07
CN 03/14/07
LORNE

Jim J. ... 3/20/07
Contract Dev. and Control
3/20/07

B. Approved as to Form and Legal Sufficiency:

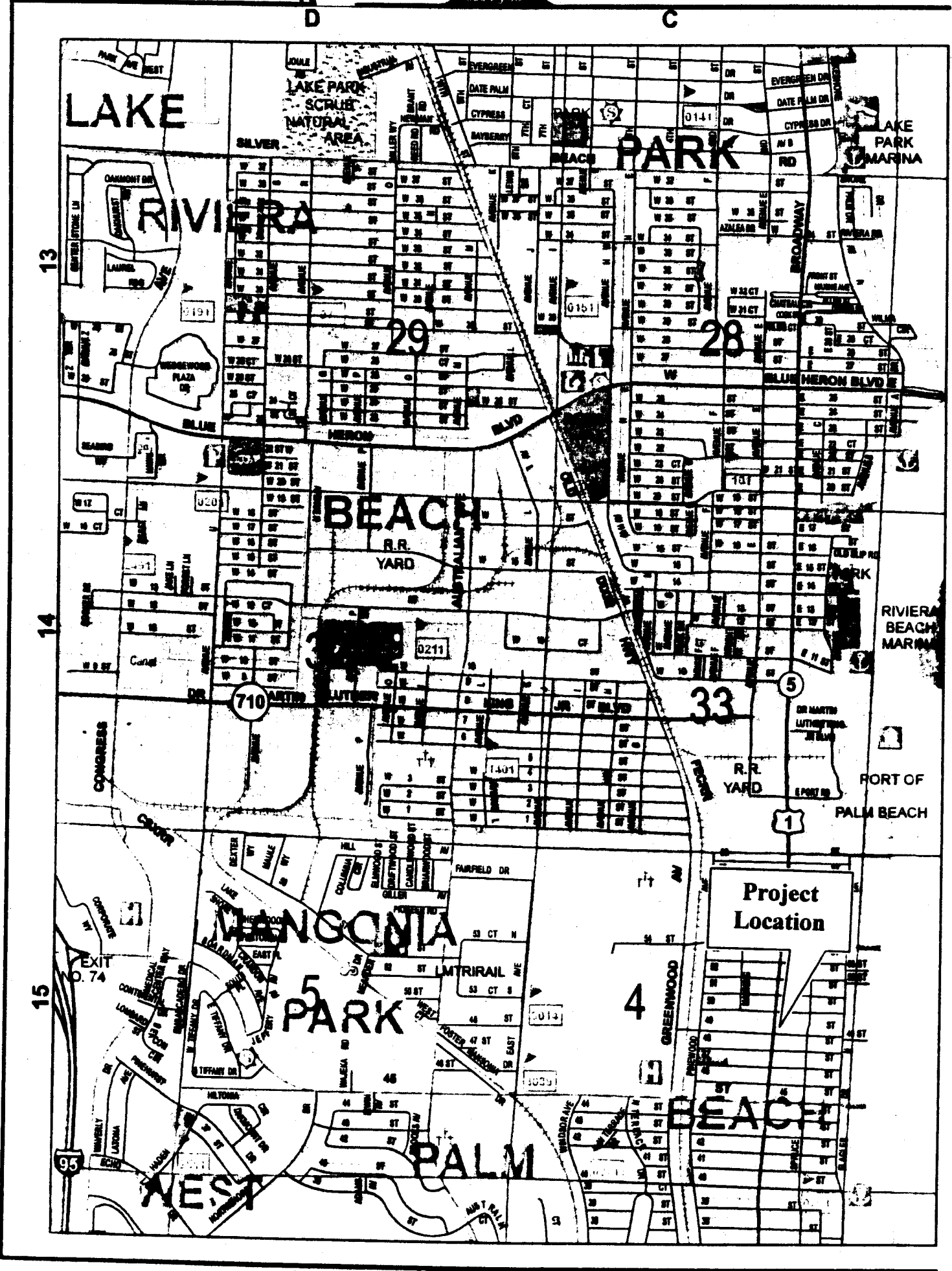
Marlene R. ... 3/22/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

D C



AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE CITY OF WEST PALM BEACH
FOR
JOINT PROJECT PARTICIPATION
OF THE
TRAFFIC SIGNAL AT THE INTERSECTION OF BROADWAY AVENUE (SR5/US1) AND 49TH STREET

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 Florida Department of Transportation has authorized the CITY to install an emergency traffic signal at the intersection of Broadway Avenue (SR 5 / US 1) and 49th Street ;and

WHEREAS, Broadway Avenue at 49th Street is a State Road (SR 5) and a U.S. maintained highway within the corporate limits of the CITY; and

WHEREAS, 49th Street at Broadway Avenue is a CITY maintained street; and

WHEREAS, the COUNTY is the maintaining agency for the traffic signals within the CITY limits; and

WHEREAS, the COUNTY and the CITY declare that it is in the public's interest to install an emergency mast arm traffic signal at the intersection of Broadway Avenue (SR 5 / U.S. 1) with 49th Street, 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. Assign one of the COUNTY'S annual signal consultants to prepare the design and obtain all the 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. Reimburse the COUNTY for the full cost of the PROJECT, and agrees to not unduly withhold any CITY permits that may be necessary. Final determination of the costs will be developed based on the accrued cost of the PROJECT, including but not limited to design, permit fees, inspection, construction, and the cost to relocate any utilities as needed. Present estimated CITY cost is approximately \$350,000.
4. All provisions of this Agreement calling for the expenditure of ad valorem tax money by the CITY are subject to annual budgetary funding and should the CITY involuntarily fail to fund any of its obligations pursuant to the AGREEMENT, this Agreement may be terminated. However, once the design work of the PROJECT has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the CITY who shall not 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 the full 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

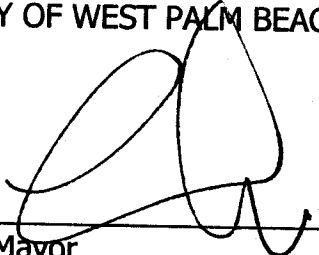
If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

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.

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.

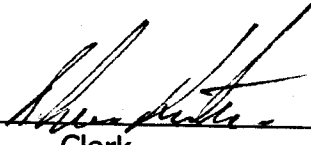
CITY OF WEST PALM BEACH

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: WPA 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 BROADWAY AVENUE AND 49TH STREET; 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 Broadway Avenue and 49th Street;

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 Broadway Avenue and 49th Street (the "Agreement") in the form and substance similar to that attached hereto as Exhibit "A."

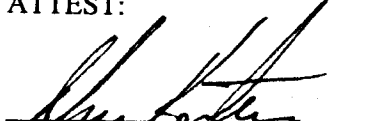
SECTION 2: Upon execution of two (2) originals of the Agreement by the Mayor, both originals shall be forwarded to Brian Collins, Traffic Engineer, Engineering Services Division, for further handling. A fully executed original of the Agreement shall be provided to and retained by the City Clerk as a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

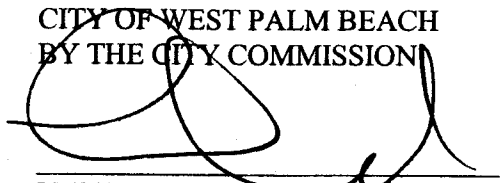
SECTION 3: This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED THIS 29th 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: WSU
Date: 1-29-07

2007- _____

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

FUND Transportation Improvement

**BGRV021407-291
BGEX021407-1051**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/14/07	REMAINING BALANCE
<u>REVENUES</u>								
<u>WEST PALM BCH SIGNAL/BROADWAY & 49TH ST</u>								
3500-361-1180-6994	Municipal Participation Prot	<u>0</u>	<u>0</u>	<u>350,000</u>	<u>0</u>	<u>350,000</u>		
TOTAL RECEIPTS & BALANCES		258,623,782	262,243,296	350,000	0	262,593,296		
<u>EXPENDITURES</u>								
<u>WESTPALM BCH SIGNAL/BROADWAY & 49TH ST</u>								
3500-361-1180-6555	Pavement Marking & Signals	<u>0</u>	<u>0</u>	<u>350,000</u>	<u>0</u>	<u>350,000</u>	0	350,000
TOTAL APPROPRIATIONS & EXPENDITURES		258,623,782	262,243,296	350,000	0	262,593,296		

Engineering & Public Works	SIGNATURE	DATE	By Board of County Commissioners
Administration / Budget Approval	<u>R. D. Ward</u>	<u>2/14/07</u>	At Meeting of <u>04/10/07</u>
OFMB Department - Posted	_____	_____	_____
	_____	_____	Deputy Clerk to the Board of County Commissioners