

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: November 20, 2007      [ ] Consent      [ X] Regular  
   [ ] Workshop      [ ] Public Hearing

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

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**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 (City) for the construction of an emergency span-wire traffic signal at the intersection of Northlake Boulevard and Memorial Park Road, and Landscape Improvements near the planned fire station and Carlton Oaks Subdivision on Northlake Boulevard.
- B) A Budget Amendment of \$45,000 in the Transportation Improvement Fund to recognize the participation of the City in the signal project and appropriate it to West Palm Beach Signal - Northlake Boulevard and Memorial Park Road.
- C) A Budget Transfer of \$111,051 in the Transportation Improvement Fund from Reserve for District 2 (\$20,000), Reserve for District 6 (\$20,000), and Reserve for District 1 (\$71,051) to West Palm Beach Signal-Northlake Boulevard and Memorial Park Road.

**Summary:** District 2 and District 6 Commissioners have agreed to participate with \$20,000 each towards the cost of the design and construction of an emergency span-wire traffic signal on Northlake Boulevard, at the intersection of Memorial Park Road. The City will reimburse Palm Beach County (County) upon completion of the work for the remaining balance of the actual cost of the design and construction of the signal. The City has plans to build and operate a fire station on the corner of the intersection. The District 1 Commissioner has agreed to participate with up to \$71,051 towards the cost of installing landscaping near the planned fire station and Carlton Oaks Subdivision on Northlake Boulevard.

**District:** 1 & 6 (MRE)

**Background and Justification:** The installation of an emergency traffic signal is necessary for the safe and efficient operation of the City's fire station which will be located on the northeast corner of the intersection of Northlake Boulevard and Memorial Park Road. Northlake Boulevard is maintained by the County and Memorial Park Road is a private roadway. Since the County is the maintaining agency of the traffic signals within the City limits, the County agreed to design and build

**Continued on Page 3**

**Attachments:**

- 1. Location Sketch
- 2. Commissioners' Authorization Letters
- 3. Agreements (2)
- 4. Budget Amendment
- 5. Budget Transfer

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Recommended By:           *Don Musberg*                10/26/07 *DM*  
   **Division Director**      **Date**

Approved By:           *S. J. Webb*                10/29/07  
   **County Engineer**      **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$156,051</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>&lt;\$45,000&gt;</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>
<b>NET FISCAL IMPACT</b>	<u><b>\$111,051</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>

# 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  
Municipal Participation  
Reserve for District 2, Reserve for District 6 & Reserve for District 1

West Palm Beach Signal-Northlake Blvd & Memorial Pk Rd

Design + Construction	\$ 85,000
Landscaping	\$ 71,051
	<u>156,051</u>
City of W.P.B.	< 45,000 >
Net fiscal impact	<u>\$ 111,051</u>

C. Departmental Fiscal Review: R. D. Ward 10/27/07

**III. REVIEW COMMENTS**

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

The maintenance cost of the traffic light is indeterminable at this point.

[Signature] 11-7-07  
OFMB  
LWD 11/5/07  
SN 11/5/07  
CN 10/31/07

[Signature] 11/8/07  
Contract Dev and Control

11/8/07

This Contract complies with our contract review requirements.

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

[Signature] 11/14/07  
Assistant County Attorney

**C. Other Department Review:**

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

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

**Background and Justification (Continued)**

the signal using its annual signal design consultant and annual signal construction contractor. The City will reimburse its portion of the cost to the County upon completion of the signal project. The total cost of the signal project is currently estimated at \$85,000. The City will install landscaping near the planned fire station and Carlton Oaks Subdivision on Northlake Boulevard. The County will provide payment of up to \$71,051 of the documented costs of this landscaping.

R41  
N

See pg 20

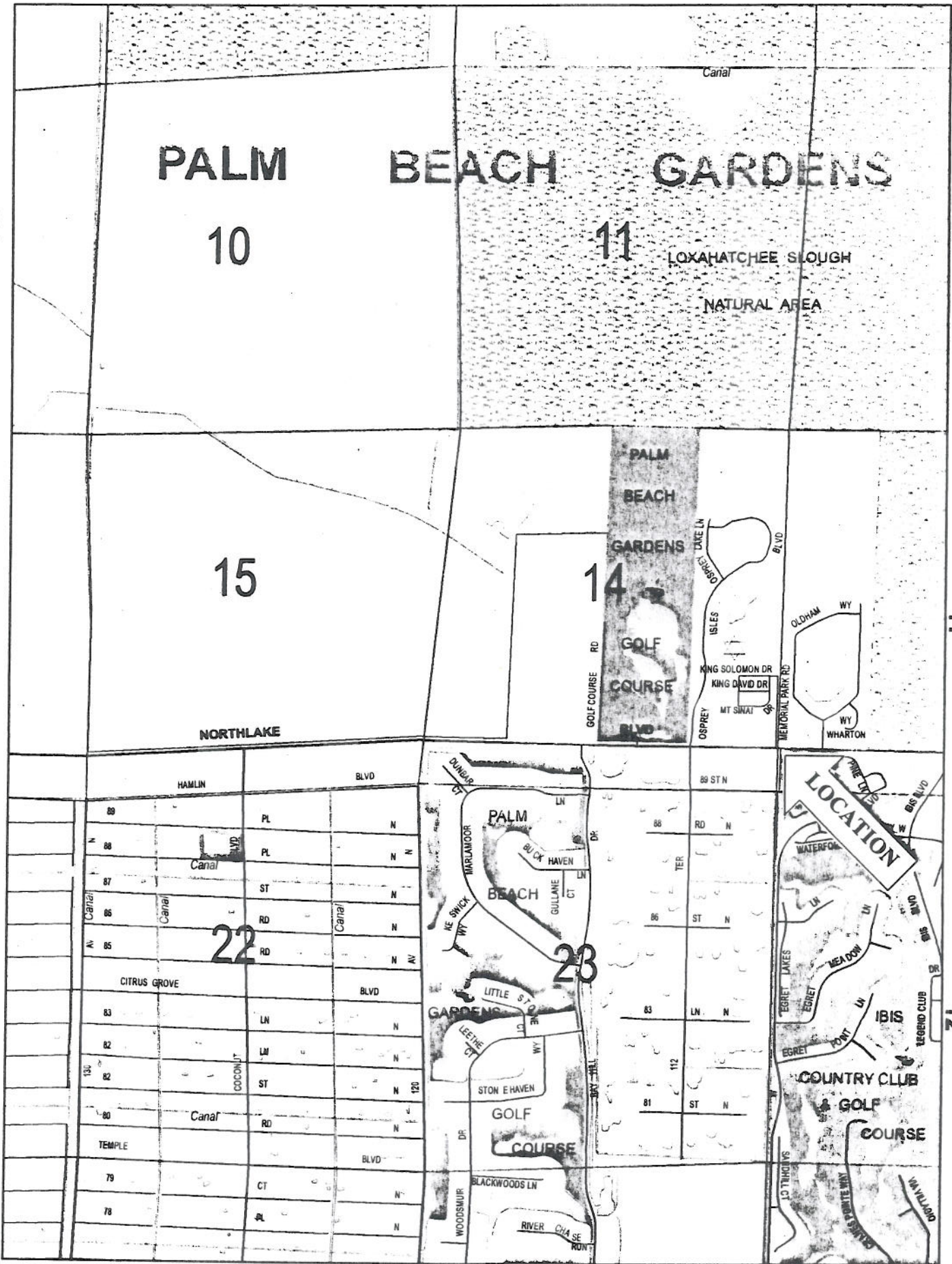
R41  
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T42

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T41



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See pg 42

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ATTACHMENT 2

**From:** George Webb  
**To:** Owen Miley; tm  
**Date:** 7/24/2007 3:00:13 PM  
**Subject:** Fwd: Re: Rescheduled: Follow up on Fire Station #8 (Jul 24 06:00 PM EDT in Planning Department - 5th

FYI

>>> Johnnie Easton 07/24/07 1:57 PM >>>  
Commissioner Santamaria is willing to allocate up to \$20,000 in gas tax toward the project.

>>> Kim Ciklin 7/24/2007 1:28 PM >>>  
Commissioner Koons will contribute \$20,000 toward the project.

Kim Ciklin  
Senior Administrative Assistant  
to Commissioner Jeff Koons  
(561) 355-4966

>>> Cindy DeFilippo 7/24/2007 9:02 AM >>>  
I'm attending tonight's meeting. Any information you could provide me as to what amount your boss intends to contribute would be helpful. Thanks.

>>> John Roach <JRoach@wpb.org> 7/23/2007 6:13 PM >>>  
Cindy:

It is my understanding from Commissioner Muoio that Commissioners Marcus, Santamaria, and Koons have pledged to contribute money toward the improvements for Fire Station #8. We have heard that Comm. Marcus is looking to contribute \$70,000. However, we have not heard how much will be contributed from Comm. Santamaria, nor Comm. Koons.

We would like to have this information for the meeting tomorrow night, so if you could please look into this and see if we can get some figures, I would greatly appreciate it. You may call me or email me once you find out something, or if you have any questions.

Thank you again!!!!

**From:** Cindy DeFilippo  
**To:** Owen Miley  
**Date:** 8/23/2007 9:18:32 AM  
**Subject:** Re: WPB Fire Station #8

Commissioner Marcus will be giving \$71,051 to this project for the landscaping, sod and irrigation of the perimeter of the property to provide a buffer to the Carleton Oaks development.

>>> Owen Miley 8/23/2007 8:47 AM >>>  
Just to follow up on our conversation. I will need authorization and how much money is needed from each district. And, the contact person with the City of West Palm, who can explain what exactly is being done.

Owen Miley  
Special Projects Coordinator  
Office of the County Engineer  
561.684.4018  
561.684.4167 (fax)

>>> Cindy DeFilippo 07/27/07 8:53 AM >>>  
As you may know, Commissioners Marcus, Koons and Santamaria have committed funding to the City of WPB for costs associated with the construction of a temporary fire station on Northlake Boulevard, west of Carleton Oaks. Please let me know what information you may need from the Commission offices to facilitate an agreement with the City. Thanks.

Cindy DeFilippo  
Administrative Assistant to  
Commissioner Karen T. Marcus  
355-6464

Res 499-07

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF WEST PALM BEACH  
FOR  
JOINT PROJECT PARTICIPATION  
OF THE  
EMERGENCY TRAFFIC SIGNAL AND LANDSCAPING AT THE INTERSECTION OF  
NORTHLAKE BOULEVARD  
AND MEMORIAL PARK 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 the **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 **CITY** is planning to build a fire station on the northeast corner of the intersection of Northlake Boulevard and Memorial Park Road along with certain **LANDSCAPE IMPROVEMENTS**; and

**WHEREAS**, Northlake Boulevard is owned and maintained by the **COUNTY**; and

**WHEREAS**, Memorial Park Road is a private drive which will provide access for the planned fire station on Northlake Boulevard; and

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

**WHEREAS**, the **COUNTY** and the **CITY** declare that it is in the public's interest to install an emergency span-wire traffic signal at the intersection of Northlake Boulevard and Memorial Park Road, hereinafter referred to as **PROJECT**; and

**WHEREAS**, the **COUNTY** wishes to support the **PROJECT** by contributing **FORTY THOUSAND DOLLARS (\$40,000)** towards its cost; and

**WHEREAS**, the **LANDSCAPE IMPROVEMENTS** include installing landscaping near the planned fire station and Carlton Oaks Subdivision on Northlake Boulevard; and

**WHEREAS**, the **COUNTY** believes that the **LANDSCAPE IMPROVEMENTS** serve a public purpose in the enhancement of the fire station and the traveling public and wishes to support the **LANDSCAPE IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **LANDSCAPE IMPROVEMENTS** in an amount not to exceed **SEVENTY ONE THOUSAND FIFTY ONE DOLLARS (\$71,051)**; and

**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 over and above the County's \$40,000 contribution, 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 PROJECT cost is approximately \$85,000.
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. All provisions of this Agreement calling for the expenditure of ad valorem tax money by the COUNTY are subject to annual budgetary funding.
6. 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 its portion of the cost of the PROJECT within 30 days of receipt of an official notice from the COUNTY.
7. The COUNTY shall provide payment of up to SEVENTY ONE THOUSAND FIFTY ONE DOLLARS (\$71,051) of the cost of the LANDSCAPE IMPROVEMENTS within 30 days of receipt of documentation of the accrued cost and official notice from the CITY.
8. 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.
9. 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.

10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.



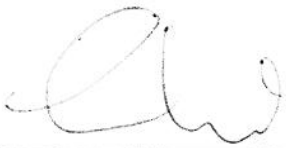
16. The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the LANDSCAPE IMPROVEMENTS. The COUNTY shall have access to all books, records, and documents as required in this section for the purposes of inspection or audit during normal business hours.
17. 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.
18. 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.
19. This AGREEMENT shall become effective upon its execution by the COUNTY and the CITY.
20. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

PALM BEACH COUNTY, FLORIDA  
BY ITS' BOARD OF COUNTY  
COMMISSIONERS

By:   
Lois J. Frankel, Mayor

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

ATTEST:

ATTEST:

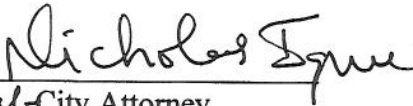
SHARON R. BOCK, CLERK &  
COMPTROLLER

By:   
deputy city Clerk

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

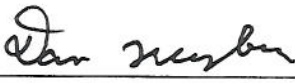
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
City Attorney

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

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Engineering Department

2008- 0168

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

FUND Transportation Improvement

BGRV 100207-76  
BGEX 100207-496

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/23/07	REMAINING BALANCE
<b><u>REVENUES</u></b>								
<b><u>WPB SIGNAL-NRTHLAKE BLVD &amp; MEMORIAL PK RD</u></b>								
3500-361-1185-6994	Municipal Participation Prot	0	0	45,000	0	45,000		
<b>TOTAL RECEIPTS &amp; BALANCES</b>		281,877,168	281,877,168	45,000	0	281,922,168		
<b><u>EXPENDITURES</u></b>								
<b><u>WPB SIGNAL-NRTHLAKE BLVD &amp; MEMORIAL PK RD</u></b>								
3500-361-1185-6555	Pavement Marking & Signals	0	0	45,000	0	45,000	0	45,000
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		281,877,168	281,877,168	45,000	0	281,922,168		

Engineering & Public Works	<u>R. J. Ward</u>	<u>10/23/07</u>	By Board of County Commissioners At Meeting of <u>11/20/07</u>
Administration / Budget Approval	<u>[Signature]</u>	<u>11-7-07</u>	
OFMB Department - Posted			

LWD  
11/16/07 SN 11/16/07

2008 0169

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

FUND Transportation Improvement

BGEX 100207-511

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/23/07	REMAINING BALANCE
<b>WPB SIGNAL-NORTHLK BLVD &amp; MEMORIAL Pk RD</b>								
3500-361-1185-6555	Pavement Marking & Signals	0	45,000	111,051	0	156,051	0	156,051
<b>RESERVES FOR DISTRICT 2</b>								
3500-368-9112-9907	Res-Future Construction	1,778,489	1,725,834	0	20,000	1,705,834		
<b>RESERVES FOR DISTRICT 6</b>								
3500-368-9116-9907	Res-Future Construction	935,695	751,795	0	20,000	731,795		
<b>RESERVES FOR DISTRICT 1</b>								
3500-368-9111-9907	Res-Future Construction	979,569	522,864	0	71,051	451,813		
				111,051	111,051			

Engineering & Public Works  
Administration / Budget Approval  
OFMB Department – Posted

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 11/20/07

R. D. Ward

10/23/07

[Signature]

11-7-07

\_\_\_\_\_

[Stamp] 11/16/07

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT 5