

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2009

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

Submitted By: Engineering and Public Works
Submitted For: County Engineer

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 two flashing school speed limit signs at South Olive Elementary School in an amount not to exceed \$5,000 of the estimated cost of \$11,000;
- B)** A Budget Transfer of \$6,000 in the Transportation Improvement Fund from Reserve for District 2 to South Olive School Flasher – District 2; and
- C)** A Budget Amendment of \$5,000 in the Transportation Improvement Fund to recognize a reimbursement by the City to South Olive School Flasher – District 2.

SUMMARY: Approval of the JPA, Budget Transfer and Budget Amendment will provide funds to have Palm Beach County's Traffic Division install two school zone flashers at South Olive Elementary School. Funding in an amount of \$6,000 of the estimated \$11,000 costs come from District 2 Gas Tax Reserves, while the City will contribute \$5,000 toward the project.

District 2 (MRE)

Background and Justification: The City wishes to participate in partially funding the installation of two school zone flashers at South Olive Elementary School. The District 2 Commissioner wishes to provide the remaining funds and believes this will serve the public's best interest.

Attachments:

- 1. Location Map
- 2. Project Authorization
- 3. Joint Project Participation Agreement
- 3. Budget Transfer
- 4. Budget Amendment

Recommended by: _____

Division Director

Date

Approved by: _____

County Engineer

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>11,000</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><\$5,000></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>6,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

Transportation Improvement Fund
Reserve for District 2
Municipal Participation
South Olive School Flasher - Dist 2

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

_____ 4/13/09
OFMB

_____ 4/13/09
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

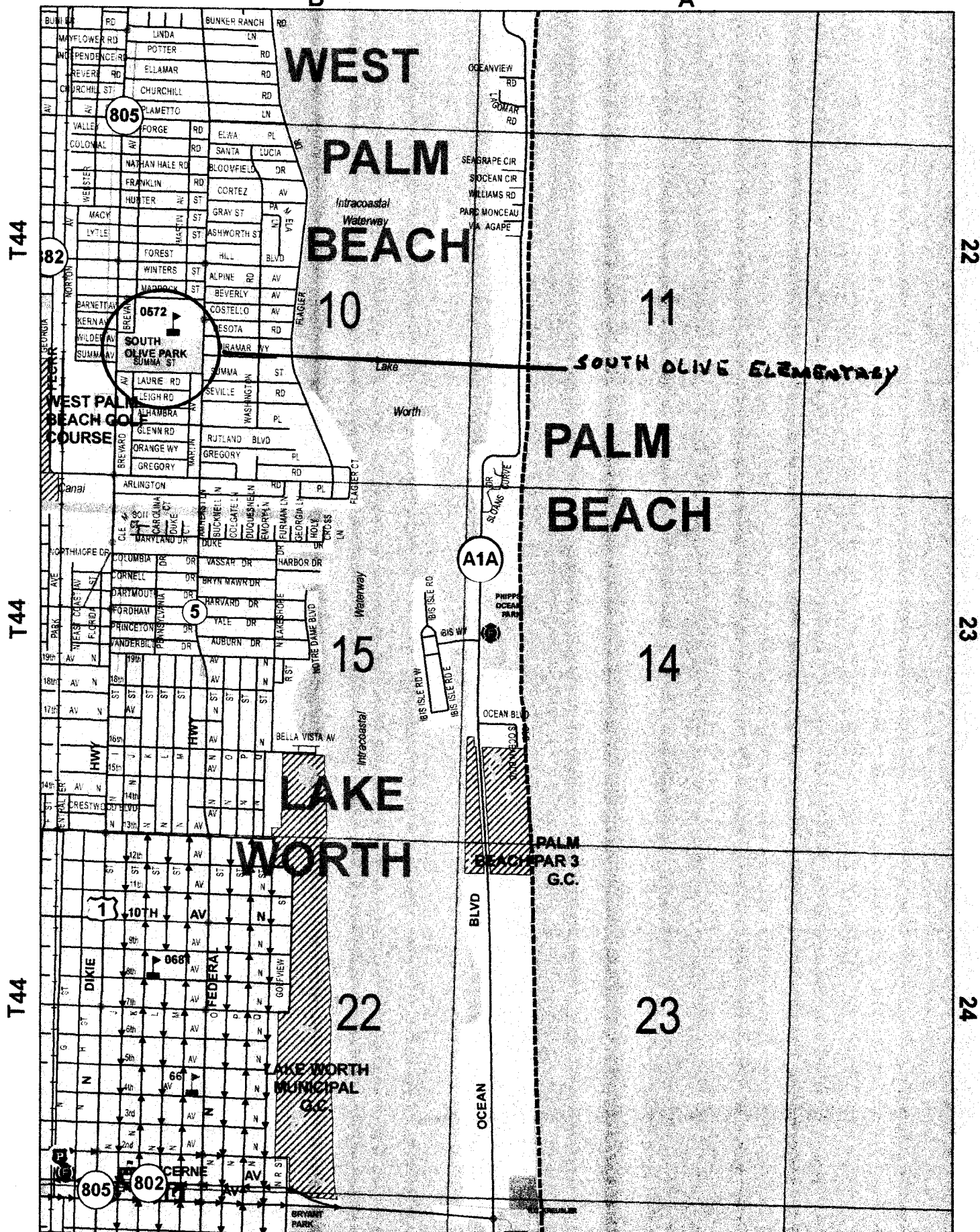
_____ 4/15/09
Assistant County Attorney

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.



Owen Miley

From: Kim Ciklin
Sent: Tuesday, March 17, 2009 9:24 AM
To: Alexis Willhite; Owen Miley
Cc: George Webb
Subject: South Olive Elementary School Zone Flashing Signs

This will re-confirm Commissioner Koons' 8/21/08 authorization to prepare the appropriate budget transfers from the District 2 Transportation Improvement Fund (gas tax discretionary dollars) for the installation of school zone flashing signs on Olive Avenue at South Olive Elementary School. As confirmed by Engineering, the amount of the transfer should be \$6,000.00.

Thank you.

JOINT PROJECT PARTICIPATION
THE CITY OF WEST PALM BEACH
FLASHING SCHOOL SPEED LIMIT SIGNS
FOR SOUTH OLIVE ELEMENTARY SCHOOL

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this ____ day of _____, 2009, 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 CITY wishes to have flashing school speed limit signs installed on South Olive Avenue in the vicinity of the South Olive Elementary School; and

WHEREAS, South Olive 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 flashing school speed limit signs on South Olive Avenue in the vicinity of the South Olive Elementary School, 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. Design, fabricate and install two (2) flashing school speed limit signs on South Olive Avenue at the location of the existing school speed limit signs.
 - B. Fund an amount not to exceed \$6,000 of the estimated \$11,000 cost through District 2 Discretionary Gas Tax Funds
 - C. Provide construction inspection and assume maintenance responsibility upon final acceptance of the PROJECT.
3. The CITY agrees to:
 - A. Reimburse the COUNTY \$5,000 toward the cost of for the full cost of the PROJECT.
 - B. To not unduly withhold any CITY permits that may be necessary.
 - C. To assume financial responsibility for the completion of any portions of the PROJECT that is not fully funded by the amount set forth in

paragraph 2.

4. All provisions of this Agreement calling for the expenditure of ad valorem tax money by the CITY or the COUNTY are subject to annual budgetary funding and should the CITY or the COUNTY 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. The CITY shall provide payment of \$5,000 for its 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 and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 North Jog Road
West Palm Beach, Florida 33411
561-684-4010 Fax: 561-684-4167

As to CITY

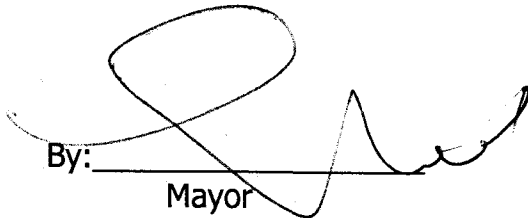
City of West Palm Beach
City Administration
P O Box 3366
West Palm Beach, FL 33402
Phone: 561-822-1400
Fax: 561-822-1424

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.

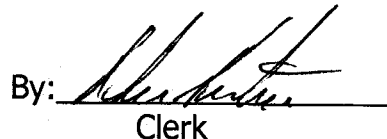
IN WITNESS WHEREOF, the County of Palm Beach, Florida, has caused this AGREEMENT to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of this Board, pursuant to authority granted by said Board, and the City of West Palm 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

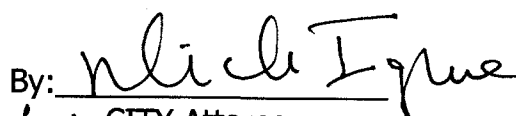
Date: _____

ATTEST:

By: 
Clerk

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Asst. CITY Attorney
Date: 2-17-09

PALM BEACH COUNTY
ITS' BOARD OF COUNTY
COMMISSIONERS

By: _____
John F. Koons, Chairman

Date: _____

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
COUNTY Attorney

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 3/16/09

2009 _____

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 012609-942

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/26/09	REMAINING BALANCE
<u>SOUTH OLIVE SCHOOL FLASHER – DIST 2</u>								
3500-368-1307-6408	Signals & Controllers	0	0	6,000	0	6,000	0	6,000
<u>RESERVE FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	128,725	95,445	<u>0</u>	<u>6,000</u>	89,445		
				6,000	6,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 04/21/09

Engineering & Public Works



3/3/09

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

2009-_____

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

FUND Transportation Improvement

BGRV 030309-333
BGEX 030309-1139

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/03/09	REMAINING BALANCE
<u>REVENUES</u>								
<u>SOUTH OLIVE SCHOOL FLASHER – DIST 2</u>								
3500-368-1307-6994	Municipal Participation Prot	0	0	5,000	0	5,000		
TOTAL RECEIPTS & BALANCES		277,171,871	268,110,295	5,000	0	268,115,295		
<u>EXPENDITURES</u>								
<u>SOUTH OLIVE SCHOOL FLASHER – DIST 2</u>								
3500-368-1307-6408	Signals & Controllers	0	6,000	5,000	0	11,000	0	11,000
TOTAL APPROPRIATIONS & EXPENDITURES		277,171,871	268,110,295	5,000	0	268,115,295		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 04/21/09

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners