

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

=====

Meeting Date: July 10, 2007	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By:	Engineering & Public Works
Submitted For:	Engineering Services Division

=====

Project #2005077

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve:

- A. An Interlocal Agreement in the amount of \$134,000 with the City of Delray Beach for future road work on Barwick Road, in association with the transfer of jurisdictional responsibility of the road to the City of Delray Beach.
- B. A Budget Transfer in the amount of \$134,000 in the Transportation Improvement Fund from Reserve for District 4 to the City of Delray Beach for Barwick Road.

Summary:

The City of Delray Beach has agreed to assume maintenance responsibility for Barwick Road from West Atlantic Avenue, north to the Lake Worth Drainage District (LWDD) L-30 Canal. The Budget Transfer is to provide the City of Delray Beach (City) with funding for the resurfacing of the road and the installation of a traffic separator, both of which were scheduled to be done in the near future.

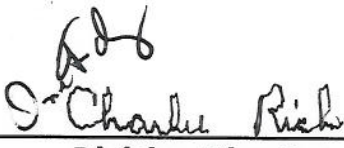


District: 4 (MRE)

Background and Justification:

The section of Barwick Road from West Atlantic Avenue north to the LWDD L-30 Canal is located within the incorporated limits of the City which desires to provide other improvements within portions of Barwick Road and has agreed to assume jurisdictional responsibility of the roadway. The road is scheduled to be resurfaced within the next five years at a cost of \$125,000 and will have a traffic separator constructed at the south end of the road for an estimated cost of \$9,000. The \$134,000 to do both these projects is being transferred to the City to fund the work.

Attachments:

- 1. Location Sketch
- 2. Agreements (2)
- 3. Authorization Letter
- 4. Budget Transfer

Recommended by:	 Division Director	6/29/07	 Date
Approved By:	 County Engineer	7/2/07	 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	\$134,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$134,000	-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
Reserve for District 4
Barwick Rd Resurfacing/City of Delray

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 7-5-07
OFMB
(110) 11/3/1

 7/5/07
Contract Dev. and Control
7/5/07

B. Approved as to Form and Legal Sufficiency:

 7/5/07
Assistant County Attorney

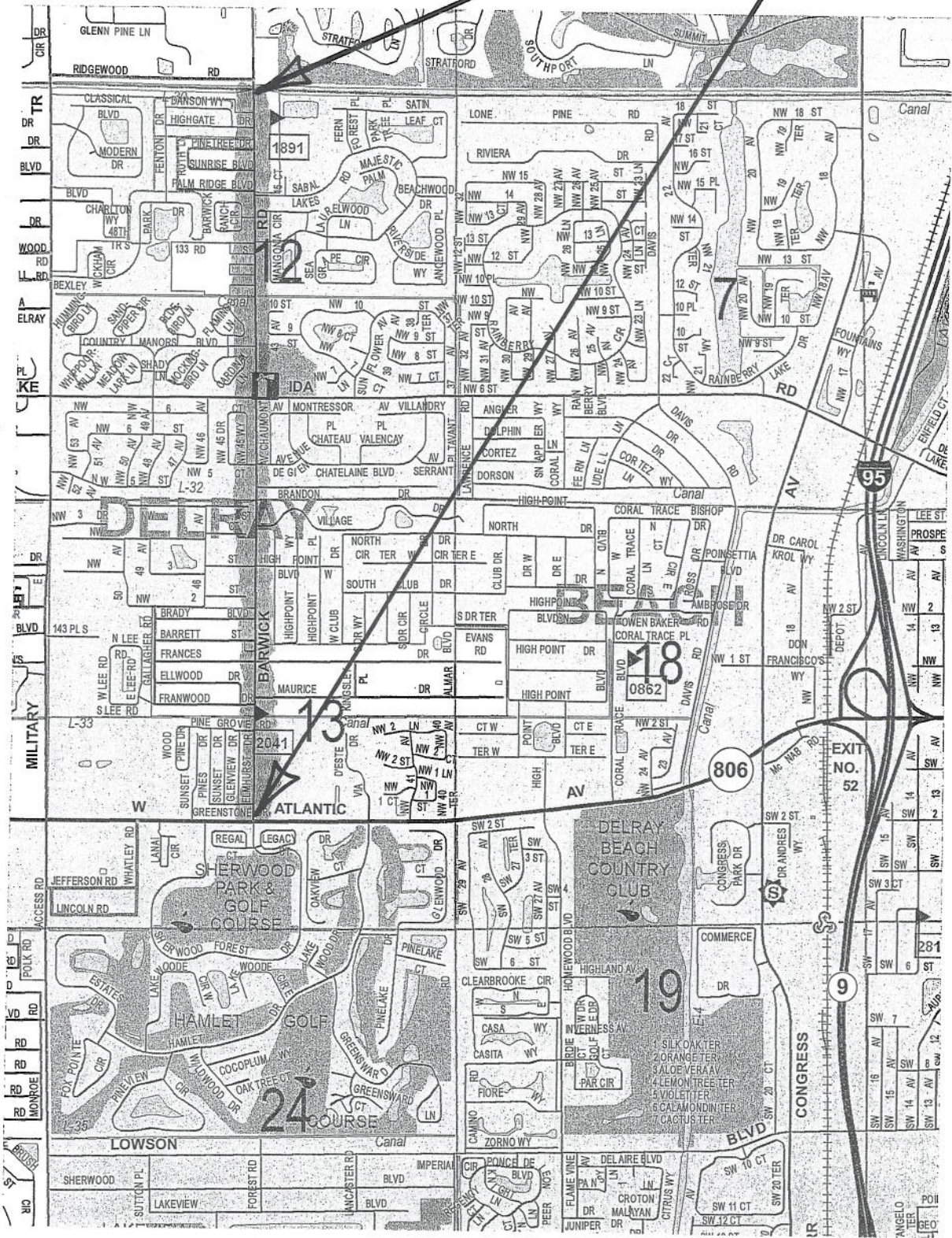
This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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

PROJECT LOCATION
BARWICK ROAD
PROJECT NO. 2005077



LOCATION SKETCH

**INTERLOCAL AGREEMENT WITH THE
CITY OF DELRAY BEACH
FOR FUNDING FUTURE
MAINTENANCE OF BARWICK ROAD**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2007, by and between THE CITY OF DELRAY BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the CITY desires that Barwick Road be transferred to the CITY at this time, as their jurisdictional responsibility with the limits of the municipality; and

WHEREAS, the COUNTY has determined that the roadway will require future resurfacing at a cost of One Hundred Twenty Five Thousand Dollars (\$125,000) and will now contribute to the CITY, said amount, to do the resurfacing work; and

WHEREAS, the COUNTY has estimated a cost of Nine Thousand Dollars (\$9,000) to construct a traffic separator on Barwick Road, north from Atlantic Avenue and will now contribute to the CITY, said amount, for said construction; and

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

1. The above recitals are true, correct and incorporated herein.
2. The CITY accepts the jurisdictional responsibilities, including maintenance, of Barwick Road from West Atlantic Avenue north to the Lake Worth Drainage District L-30 Canal.
3. The COUNTY agrees to transfer to the CITY \$134,000 for the cost of resurfacing Barwick Road and construction of a traffic separator.
4. The COUNTY's obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
5. The CITY's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

6. The COUNTY and CITY agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.
7. 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.
8. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

9.

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P. E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416-1229

AS TO THE CITY

City of Delray Beach
David T Harden
City Manager
100 N.W. 1st. Avenue
Delray Beach, Florida 33444

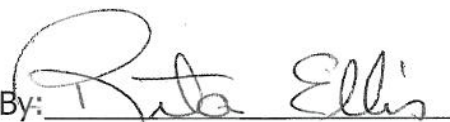
10. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now here after 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 shall preclude any other or further exercise thereof.

11. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
12. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
13. The COUNTY shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.
14. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
15. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
16. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
17. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
18. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

19. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

CITY OF DELRAY BEACH

By: 
Mayor

PALM BEACH COUNTY, FLORIDA, BY
BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

ATTEST:

By: 
City Clerk

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant City Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Engineering

From: Kate Scott
To: Miley, Owen
Date: 7/2/2007 12:51:28 PM
Subject: Fwd: Re: Barwick Road Transfer Authorization

Owen,
Commissioner McCarty has authorized the transfer of \$134,000 from District IV, Transportation Improvement Fund Reserves to the City of Delray Beach for Barwick Road transfer.

Kate (Freddie) Scott
Aide to Commissioner Mary McCarty
561-276-1220
kfscott@co.palm-beach.fl.us

CC: Rich, Charles

2007 _____

Page 1 of 1

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

BGEX070207-1878

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/02/07	REMAINING BALANCE
<u>BARWICK RD RESURFACING/CITY OF DELRAY BCH</u>								
3500-368-1259-8101	Contributions Othr Govtl Agency	0	0	134,000	0	134,000	0	134,000
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	2,625,107	1,897,653	<u>0</u>	<u>134,000</u>	1,763,653		
				134,000	134,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/10/07

Engineering & Public Works

_____ 

_____ 7/2/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners