



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$210,000</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>-0-</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>	<b><u>\$210,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

# 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 3  
 City of Lake Worth/10<sup>th</sup> Ave N-I-95 to N Federal Hwy

District 3 Allocation-Fiscal Impact \$210,000.00

Work will not proceed on the restoration of 10<sup>th</sup> Avenue North until such time as the City of Lake Worth has entered into a License Agreement with Florida East Coast Railway. The restoration work is being managed by Road & Bridge Division.

C. Departmental Fiscal Review: R.D. Ward 8/21/07

**III. REVIEW COMMENTS**

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

James Bond 8-27-07  
 OFMB  
 (MD) CN 8/23/07

Jim J. Jacobs 8/30/07  
 Contract Dev. and Control  
 8/30/07

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

This Contract complies with our contract review requirements.

Marlene R. [Signature] 9/4/07  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

BGEX082107-2146

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/21/07	REMAINING BALANCE
<b>CITY OF LK WRTH/10<sup>TH</sup> AVE N-I95-N FEDERAL HWY</b>								
3500-368-1265-8101	Contributions Othr Govtl Agency	0	0	210,000	0	210,000	0	210,000
<b>RESERVE FOR DISTRICT 3</b>								
3500-368-9113-9907	Res-Future Construction	2,566,026	766,492	<u>0</u>	<u>210,000</u>	556,492		
				210,000	210,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 09/11/07

R. J. Ward  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/21/07  
\_\_\_\_\_  
\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

Engineering & Public Works

Administration / Budget Approval

OFMB Department - Posted

# PROJECT LOCATION 10<sup>TH</sup> AVENUE NORTH I-95 TO NORTH FEDERAL HIGHWAY

PROJECT NO. LGS 7177



LOCATION SKETCH

**INTERLOCAL AGREEMENT WITH THE  
CITY OF LAKE WORTH  
AND PALM BEACH COUNTY  
FOR 10<sup>TH</sup> AVENUE NORTH OWNERSHIP**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between THE CITY OF LAKE WORTH, 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 COUNTY currently has control over, responsibility for, and ownership of 10<sup>th</sup> Avenue North, from the I-95 eastern right-of-way to the west right of way of North Federal Highway, hereinafter referred to as ROAD;

WHEREAS, the City of Lake Worth CITY limits encompass this ROAD; and

WHEREAS, the COUNTY has inspected the portion of ROAD from North Dixie Highway to North Federal Highway that requires restoration, hereinafter referred to as PROJECT, and estimates that the cost of the PROJECT restoration is approximately \$210,000; and

WHEREAS, the CITY agrees to accept control over, responsibility for and ownership of the ROAD, with the understanding that the COUNTY will perform the PROJECT restoration as shown in Exhibit "A"; and

WHEREAS, the CITY agrees to enter into a License Agreement with the Florida East Coast Railway Company (FEC) for maintenance of the FEC crossing on 10<sup>th</sup> Avenue North, hereinafter referred to as the CROSSING.

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 control over, responsibility for and ownership of the ROAD.

3. The CITY will enter into a License Agreement with FEC for the maintenance of the CROSSING, prior to the COUNTY commencing restoration work on the PROJECT. The current annual maintenance cost assessed by FEC for the CROSSING is \$1,573.00.
4. The COUNTY agrees to perform the PROJECT restoration as shown in Exhibit "A", within one year of the full execution of the CROSSING License Agreement. The work addressed in Exhibit "A" shall comply with all Federal, State, County and City requirements, including compliance with the Americans with Disabilities Act.
5. The COUNTY agrees to provide to the CITY any documentation that the COUNTY has concerning the ROAD. This documentation includes, but is not limited to any surveys, permits, storm drainage systems, and maintenance and improvement records for the ROAD.
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:

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 Lake Worth  
Mayor Jeff Clemens  
7 North Dixie Highway  
Lake Worth, Florida 33460-3725

9. 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.
10. 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.
11. 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.
12. Neither the COUNTY nor the CITY shall 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.
13. 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.

14. The COUNTY shall indemnify, defend, and hold harmless the CITY against any actions, claims, or damages arising out of the 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.
15. 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.
16. 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.
17. 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.
18. 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. Notwithstanding the above, once the License Agreement between the CITY and the FEC is executed, the COUNTY agrees to continue the funding for the PROJECT.
19. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.



- 20. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- 21. 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.

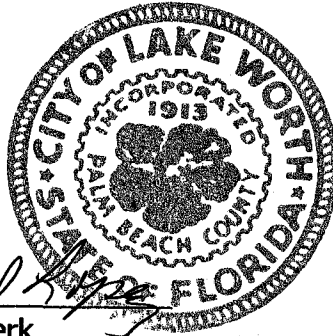
CITY OF LAKE WORTH

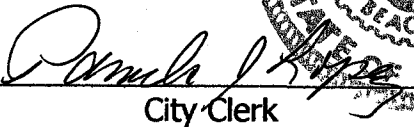
PALM BEACH COUNTY, FLORIDA, BY  
BOARD OF COUNTY COMMISSIONERS

By:   
Mayor

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

ATTEST:



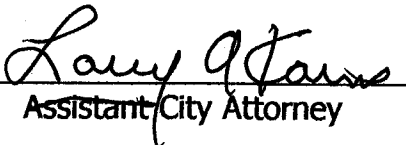
By:   
City Clerk

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

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


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Assistant City Attorney

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

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Engineering

**EXHIBIT A**



Department of Engineering  
and Public Works  
Road and Bridge Division  
3700 Belvedere Road, Building C  
West Palm Beach, FL 33406  
(561) 233-3950  
Fax: (561) 233-3986  
www.pbcgov.com

**INTEROFFICE MEMORANDUM**

**DATE:** May 24, 2007  
**TO:** Tanya N. McConnell, P.E.  
Deputy County Engineer  
**FROM:** Michael Bowman, Director *MB*  
Road and Bridge Division  
**RE:** 10<sup>TH</sup> AVE. NORTH  
NORTH DIXIE HWY. TO FEDERAL HWY.

**Palm Beach County  
Board of County  
Commissioners**  
Addie L. Greene, Chairperson  
Jeff Koons, Vice Chair  
Karen T. Marcus  
Warren H. Newell  
Mary McCarty  
Burt Aaronson  
Jess R. Santamaria  
  
**County Administrator**  
Robert Weisman

A representative of the Road and Bridge Division has reviewed the aforementioned site and estimates that to restore the curb reveal, replace sidewalk, adjust structures, place fill, sod, mill, resurface, sign and stripe this section of roadway will cost \$207,373.75.

The cost breakdown is as follows:

Remove curb	1,300 Ln. Ft. x \$ 5.00 =	\$ 6,500.00
Place curb	1,300 Ln. Ft. x \$15.00 =	19,500.00
Remove 4" sidewalk	400 sq. yds. x \$15.00 =	6,000.00
Place 4" sidewalk	775 sq. yds. x \$42.00 =	32,550.00
6" Concrete	100 sq. yds. x \$60.00 =	6,000.00
Tactile ADA	840 sq. ft. x \$25.00 =	21,000.00
Adjust structures	4 ea. x \$1,800.00 =	7,200.00
Adjust inlets	5 ea. x \$4,600.00 =	23,000.00
Embankment	100 cu. yds. x \$9.00 =	900.00
Mill	5,500 sq. yds. up to 3" x \$3.30 =	18,150.00
Asphalt	350 tons x \$75.00 =	26,250.00
Remove Trees	10 ea. x \$100.00 =	1,000.00
Sod	700 sq. yds. x \$3.25 =	2,275.00
Signing & Striping	1 L.S. - \$10,000.00 =	10,000.00
		\$180,325.00
	15% contingency	27,048.75
		\$207,373.75

Should you have any questions contact Ray Boyne at 233-3959.

MB:RB:m

**cc: Charles Rich, P.E., Director Engineering Services Division**

"An Equal Opportunity  
Affirmative Action Employer"

**From:** Bob Dovey  
**To:** Charles Rich  
**Date:** 6/1/2007 2:52:22 PM  
**Subject:** 10th Avenue North - Dixie to Federal - Roadway Improvements

Charlie:

Pursuant to our recent conversation, you are drafting an amendment to the original Resolution(R2005-1866)(copy attached)transferring 10th Avenue North, from I-95 to Federal Highway to the City of Lake Worth. The amended draft resolution will then go to the Lake Worth City Commission to be ratified and then back to our Board for ratification.

You advised me that the County will perform the agreed upon (with the City) roadway improvements from Dixie Highway to Federal Highway and that the agreement can be executed commensurate with, and/or in advance of the completion of the roadway work.

As such, please use this correspondence as Commissioner Newell's authorization and request to allocate the amount of \$210,000 from the District III Gas Tax Allocation funds for this purpose.

Please provide us with a copy of any documentation sent to the City of Lake Worth and keep us updated on the process. THX! Bob

Bob Dovey, Sr. Admin. Assistant  
to Commissioner Warren H. Newell  
PBC Board of County Commissioners, District III  
Office (561) 355-3279  
Fax (561) 355-6344

**CC:** Chuck; George Webb; Owen Miley; Tanya McConnell; Warren Newell