



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-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	See Ser. B	-0-	-0-	-0-	-0-

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Acct No.: Fund \_\_\_ Dept. \_\_\_ Unit \_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

This item has no additional fiscal impact.

Savings will be realized in operating costs from turning over the maintenance responsibilities for the ROW, roadway, guardrails, bridges, curbs, culverts and drainage structures. However, this is not quantifiable at this time. The Hospital will be paying for the construction of the turn lanes.

C. Departmental Fiscal Review: R. J. Ward 3/12/08

**III. REVIEW COMMENTS**

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

atwillhite 3-27-08  
 OFMB  
 3/27/08  
[Signature] 3/27/08  
 Contract Dev. and Control

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

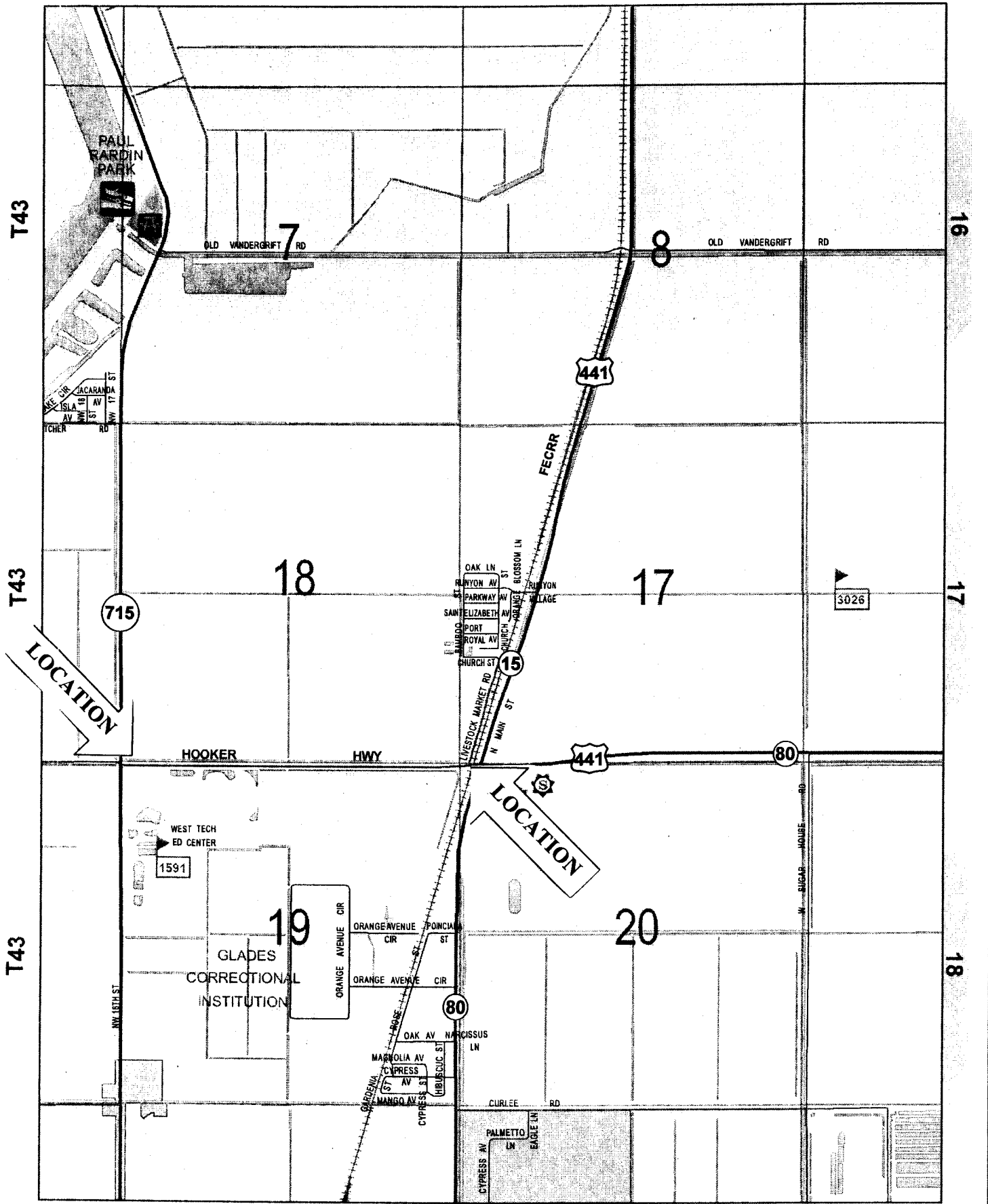
This Contract complies with our contract review requirements.

[Signature] 3/31/08  
 Assistant County Attorney

**C. Other Department Review:**

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

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



**Hooker Highway Roadway Transfer Agreement  
From Palm Beach County to FDOT  
Limits: from SR-715 East to SR-15**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of, 2008, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, hereinafter called the COUNTY;

**WITNESSETH**

**WHEREAS**, the DEPARTMENT, has requested the transfer of Hooker Highway to the State Highway System, and this transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT and,

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of the roadway transfer by the Secretary of the Department.

- (a) The DEPARTMENT accepts all responsibility for the road right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer...
- (b) The DEPARTMENT shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.
- (c) The DEPARTMENT shall be responsible for the continuation of any existing landscaping agreements with private companies.
- (d) The COUNTY gives up all rights to the roadway, including the right of way, except as may be specified in this agreement.
- (e) It is agreed that all obligations of the COUNTY, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to Hooker Highway, shall be transferred at the same time and in the same manner as jurisdictional responsibility.
- (f) Existing deeds or maps to transfer title for the right-of-way will be recorded, by the COUNTY, in the Public Records of Palm Beach County.
- (g) The DEPARTMENT acknowledges that improvement permits and approvals associated with the development of a new regional medical campus to serve the Glades area have previously been granted by the COUNTY to the Health Care District of Palm Beach County, a special taxing district of the State of Florida (hereinafter called the DISTRICT), defining improvements to be made by the DISTRICT to Hooker Highway and the associated Right of Way. The improvement permits and

approvals the COUNTY has previously granted to the DISTRICT are described in further detail below:

Permit name: "Palm Beach County Land Development Permit- Right of way Construction Permit"

Permit #: RW20930-1007

Date: 10/31/07

Included Plan Sheets: 1-6, 12-15, 38-39, 52-67

Other included Items: Surface Water Management Report, Cost Estimate, Hydraulic Calculations, Geotechnical Report, Letter from 'Office of Tourism, Trade & Economic Development' requesting expedited permitting.

Permit name: "Palm Beach County - Onsite Drainage Review" (not a permit)

Review #: DR20929-1007

Date: 10/24/07

Included Plan Sheets: 1-3, 6-17.

Other included Items: South Florida Conservancy District Permit, SFWMD Hooker Highway Permit, Surface Water Management Report, Cost Estimate, Hydraulic Calculations, Geotechnical Report, Letter from 'Office of Tourism, Trade & Economic Development' requesting expedited permitting.

The improvement permits and approvals granted by the COUNTY to the DISTRICT shall be considered accepted "as is" by the DEPARTMENT and shall remain in effect and be considered transferred with this Agreement so that the timing of this Agreement shall not modify the scope, design, specifications or responsibilities of the DISTRICT under said improvement permits and approvals. After the approval of this Agreement by the Secretary of the DEPARTMENT, if the DEPARTMENT desires to modify the scope, design, specification or responsibilities of the DISTRICT as approved and permitted by the COUNTY, said modification shall be at the DEPARTMENT's sole expense. The DEPARTMENT further acknowledges that the DISTRICT has been granted an "Expedited Review" status for the development of the new regional medical campus by the Office of the Governor and the COUNTY, and the DEPARTMENT shall endeavor to avoid any impact to the development schedule for the medical campus due to this Agreement and the transfer of Hooker Highway.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

For communication purposes, the parties may be reached at the following addresses and phone numbers.

**Florida Department of Transportation**

Gustavo Schmidt, P.E.  
Planning and Environmental Engineer  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Telephone: (954) 777-4601

**Palm Beach County**

Tanya N. McConnell, P.E.  
Deputy County Engineer  
2300 N. Jog Road  
West Palm Beach, Florida 33411-2745  
Telephone (561) 684-4019

Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**PALM BEACH COUNTY, FLORIDA  
BY IT'S BOARD OF COMMISSIONERS**

**STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION**

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

BY: \_\_\_\_\_  
James Wolfe, P.E  
District 4 Secretary

SEAL

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon R. Bock, Clerk & Comptroller  
Circuit Court

\_\_\_\_\_  
Laurice Mayes  
District 4 Legal Counsel

BY: \_\_\_\_\_  
(Deputy Clerk)

ATTEST:

\_\_\_\_\_

APPROVED AS TO TERMS AND  
CONDITIONS:

BY:           Dan Nesbey            
Engineering Department

SEAL

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
Assistant County Attorney