

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> X </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Program _____

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

X No additional fiscal impact as a result of this item.

C. Departmental Fiscal Review: atwillhite

III. REVIEW COMMENTS

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

[Signature] 7/29/09
 na 7-29-09 OFMB
 (NO) CP 7/29/09
 7/30/09

[Signature] 7/30/09
 Contract Dev. and Control

B. Legal Sufficiency:

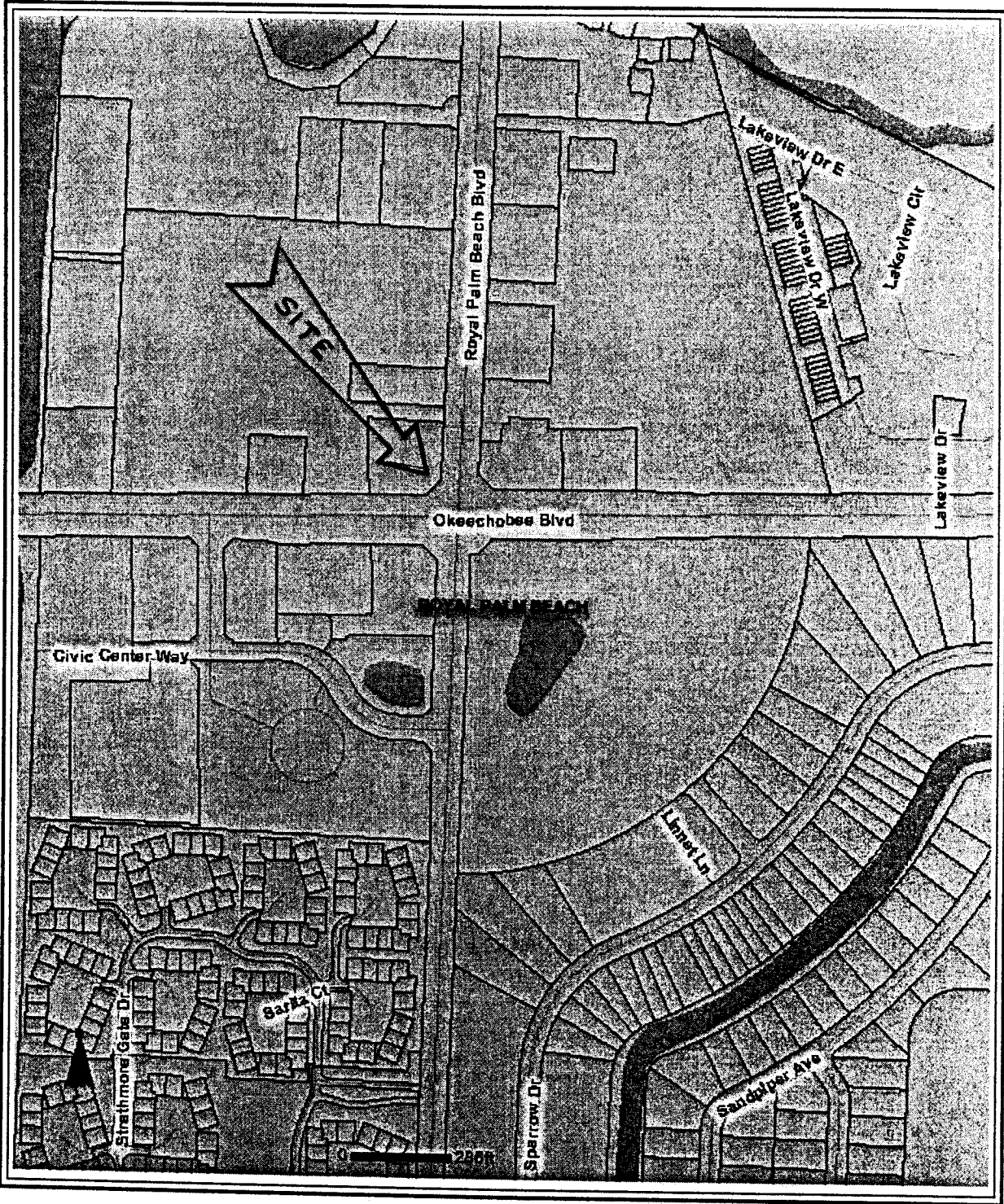
This Contract complies with our contract review requirements.

[Signature] 8/3/09
 Assistant County Attorney

C. Other Department Review:

 Division Director

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



Map Scale 1:5316

Map produced on 7/8/2009

LOCATION SKETCH

INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY

FOR USE OF RIGHTS-OF-WAY

This INTERLOCAL AGREEMENT ("AGREEMENT") is entered as of this ____ day of _____, 2009, by and between the Village of Royal Palm Beach, a municipality existing under the laws of the State of Florida, with an address at 1050 Royal Palm Boulevard, Royal Palm Beach, Florida 33411 ("VILLAGE"), and the Palm Beach County, a political subdivision of the State of Florida ("COUNTY")

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, COUNTY and VILLAGE wish to cooperate in the construction of sidewalks lying within COUNTY rights-of-way as undertaken by the Village; and

WHEREAS, COUNTY desires to allow for stamped concrete or paver block construction by VILLAGE for sidewalks lying within COUNTY rights-of-way subject to the terms of this agreement.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Purpose: The purpose of this Agreement is to provide that COUNTY will permit the existence and use of paver blocks and/or stamped concrete ("IMPROVEMENTS") in and on the sidewalks located within COUNTY-controlled rights-of-way at the corner of Okeechobee Boulevard and Royal Palm Beach Boulevard, in the VILLAGE ("RIGHTS-OF-WAY").
2. Installation and Maintenance of IMPROVEMENTS: The VILLAGE agrees to assume full responsibility for design, permits, installation and maintenance of the IMPROVEMENTS and further agrees that this AGREEMENT remains in full force and effect regardless of the permittee named on the permits required in Section 4.
3. Removal or Relocation of IMPROVEMENTS: Whenever it is determined by the COUNTY that it is necessary for the safe and efficient operation of the RIGHTS-OF-WAY to construct, repair, improve, maintain, alter, or relocate all, or any portion of, the RIGHTS-OF-WAY, the VILLAGE shall remove the improvements from the RIGHTS-OF-WAY and return the RIGHTS-OF-WAY to their original condition, and the sole expense of the VILLAGE within thirty (30) days of a written request for same from the COUNTY.

4. Plan Review, Permitting, and Inspection by the County: The COUNTY shall be responsible for reviewing all plans, issuing all necessary permits, and shall conduct a joint inspection(s) with the VILLAGE of all IMPROVEMENTS in any RIGHTS-OF-WAY upon written notification by the permittee to the COUNTY and the VILLAGE in accordance with permitting regulations.

5. Indemnification : Each party shall be liable for its own actions and negligence and to the extent permitted by law, the VILLAGE shall indemnify, defend and hold harmless the COUNTY against any and all actions, claims or damages arising out of the negligence of the VILLAGE in connection with this Agreement of the performance by the VILLAGE as it relates to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28 , nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions or for any amount over the limits set forth in Florida Statute 768.28 . Further the VILLAGE recognizes that is an independent contractor and not an agent or servant of the COUNTY or the Board of County Commissioners.

6. Termination: The VILLAGE may request termination of this Agreement should the COUNTY revise, amend, or eliminate COUNTY policy prohibiting IMPROVEMENTS in or on COUNTY-controlled rights-of-way.

7. Notices: 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. All notices, including changes in the following addresses, required to be given provided by the Agreement, shall be given by: (1) by certified or registered mail, return receipt requested; or, (2) by personal delivery to the party, evidenced by a written receipt signed by the recipient of the notice.

As to the VILLAGE: Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411
Attn:Village Manager

As to the COUNTY: Engineering and Public works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 North Jog Road
West Palm Beach, Florida 33411

8. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

9. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

10. Binding Effect: The covenants and agreements of the VILLAGE set forth herein shall be binding upon the VILLAGE, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterparts as of the day and year first set forth above.

WITNESSES:

Kathleen DeAho
Witness
Kathleen DeAho
Print Name

Jaqueline Shinkue-Dany
Witness
Jaqueline Shinkue-Dany
Print Name

VILLAGE

The Village of Royal Palm Beach, a municipality existing under the laws of the State of Florida.

By: [Signature]
David B. Farber
Title: Village Manager

ATTEST:

Diane DiSanto
Diane DiSanto, Village Clerk

(SEAL)



ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk

By: _____
John F. Koons, Chairman

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: [Signature]
K.S. Rogers, P.E., Director
Land Development Division

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WITNESSES:

Kathleen Drahos

Witness

KATHLEEN DRAHOS

Print Name

Jacqueline Shinkue-Dany

Witness

Jacqueline Shinkue-Dany

Print Name

ATTEST:

Diane DiSanto

Diane DiSanto, Village Clerk

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: _____

Clerk

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: _____

County Attorney

VILLAGE

The Village of Royal Palm Beach, a municipality existing under the laws of the State of Florida.

By: David B. Farber

David B. Farber

Title: Village Manager

(SEAL)

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

John F. Koons, Chairman

APPROVED AS TO TERMS AND CONDITIONS

By: K.S. Rogers

K.S. Rogers, P.E., Director
Land Development Division