

Agenda Item #: **3-C-1**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 6, 2010

Consent **Regular**
 Workshop **Public Hearing**

Department:

Submitted By: Engineering and Public Works

Submitted For: Right-of-Way Acquisition Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: A Resolution entering into a Roadway Transfer Agreement with the Florida Department of Transportation (FDOT) accepting the transfer and maintenance responsibility of Church Street, from Okeechobee Boulevard to Old Okeechobee Road, a distance of 0.21 miles and Old Okeechobee Road, from Church Street to northwest of Australian Avenue, a distance of 0.46 miles (subject roads).

SUMMARY: Adoption of this Resolution will authorize Palm Beach County (County) to enter into a Roadway Transfer Agreement with the FDOT, for the County to accept the transfer and maintenance responsibility of the subject roads.

District 2 (PK)

Background and Justification: The subject roads are currently under the jurisdictional control of the FDOT. It was requested that the subject roads be transferred to the County since they are classified as local County maintained roads and the ownership of the subject roads should be vested in the name of the County. The FDOT has agreed to this request and has executed the Roadway Transfer Agreement. The adoption of this Resolution will authorize the acceptance of the transfer and maintenance responsibility of the subject roads to the County. The adoption of this Resolution is deemed to be in the best interest of the County and the FDOT.

Attachments:

1. Location Map
2. Resolution with Exhibit "A" (3 originals)
3. FDOT / Palm Beach County Roadway Transfer Agreement (4 originals)

Recommended by:

[Signature]

Ornelis A Fernandez
Division Director

3/11/10
Date

Approved by:

Sy T. Wall
County Engineer

3/10/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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	*\$ -0-	-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 a negligible fiscal impact. The County is currently responsible for maintenance of these sections of Church Street and Old Okeechobee Road.

C. Departmental Fiscal Review: D. White

III. REVIEW COMMENTS

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

 D. White
 OFMB M/C 3/14/10 3/15/10
 3/14/2010

 D. J. Sawlow 3/15/10
 Contract Dev. and Control
 2/26/10 3/15/10

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

 Paul F. K... 3/16/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO. R-2010-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ENTERING INTO A ROADWAY TRANSFER AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR PALM BEACH COUNTY TO ACCEPT THE TRANSFER AND MAINTENANCE RESPONSIBILITY OF CHURCH STREET, FROM OKEECHOBEE BOULEVARD TO OLD OKEECHOBEE ROAD, A DISTANCE OF 0.21 MILES AND OLD OKEECHOBEE ROAD, FROM CHURCH STREET TO NORTHWEST OF AUSTRALIAN AVENUE, A DISTANCE OF 0.46 MILES.

WHEREAS, Church Street from Okeechobee Boulevard to Old Okeechobee Road and Old Okeechobee Road from Church Street to northwest of Australian Avenue are currently under the jurisdictional control of the Florida Department of Transportation; and,

WHEREAS, it was requested that the Florida Department of Transportation transfer these roads to Palm Beach County since they are classified as local county maintained roads and the ownership of the roads should be vested in the name of Palm Beach County; and,

WHEREAS, the Florida Department of Transportation has agreed to the transfer by executing the Roadway Transfer Agreement as indicated on the attached Exhibit "A"; and,

WHEREAS, Palm Beach County accepts all responsibility for the operation and maintenance of Church Street, from Okeechobee Boulevard to Old Okeechobee Road, a distance of 0.21 miles and Old Okeechobee Road, from Church Street to northwest of Australian Avenue, a distance of 0.46 miles, to include the roadbed, curbs, culverts, bridges and drainage structures within the existing rights of way of the before mentioned roads at the time of the transfer; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

- a. This Board adopts and ratifies those matters set forth in the foregoing recitals.

BE IT FURTHER RESOLVED that Church Street, from Okeechobee Boulevard to Old Okeechobee Road, a distance of 0.21 miles and Old Okeechobee Road, from Church Street, to northwest of Australian Avenue, a distance of 0.46 miles be transferred from the jurisdictional control of the Florida Department of Transportation to the jurisdictional control of Palm Beach County, to include the operation and maintenance responsibility by Palm Beach County.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Burt Aaronson, Chair	_____
Karen T. Marcus, Vice Chair	_____
Jeff Koons	_____
Shelley Vana	_____
Steven L. Abrams	_____
Jess R. Santamaria	_____
Priscilla A. Taylor	_____

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2010.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

BY: _____
County Attorney

BY: _____
Deputy Clerk

EXHIBIT "A"
1054

**FDOT/PALM BEACH COUNTY
ROADWAY TRANSFER AGREEMENT
(FDOT to COUNTY)**

**Church Street from SR-704/Okeechobee Boulevard to Old Okeechobee Road (0.21 Miles)
Old Okeechobee Road from Church Street to Northwest of Australian Ave (0.46 Miles)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2010 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and the County of Palm Beach, hereinafter called the COUNTY;

WITNESSETH

WHEREAS, Church Street and Old Okeechobee Rd are located in both Municipality boundaries of West Palm Beach and unincorporated Palm Beach County and is currently on the State Roadway System;

WHEREAS, the COUNTY, has requested the transfer of a portion of Church Street and Old Okeechobee Road to the COUNTY Road 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:

1. This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide, commencing on the date of approval by the DEPARTMENT'S Secretary.
 - a) The COUNTY accepts all responsibility for operation and maintenance of Church Street from SR-704/Okeechobee Boulevard south to Old Okeechobee Road and Old Okeechobee Road from Church Street east to a point 0.46 Miles north and west of Australian Avenue as depicted on the Location Map attached hereto as Exhibit A. In addition to the roadbed, this agreement includes all curbs, culverts, bridges, and drainage structures within the Church Street and Old Okeechobee Road right-of-way at the time of transfer.
 - b) The DEPARTMENT gives up all right to the roadway, except as may be specified in this agreement.
 - c) The transfer of jurisdiction of the road shall be effective following approval of the DEPARTMENT'S Secretary. The DEPARTMENT shall record the right-of-way map reflecting the transfer in the Public Records of Palm Beach County, Florida.
2. 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.

Transfer Agreement Church Street and Old Okeechobee Rd
Palm Beach County
Page 2 of 3
January 20th 2010

3. 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 communication, representation, or agreements, either verbal or written, between the parties hereto.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
5. For communication purposes, the parties may be reached at the following addresses and phone numbers.

Palm Beach County
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 N. Jog Road 3rd floor East Wing
West Palm Beach, Florida 33411-2745
Telephone (561) 684-4019

With a copy to:

Palm Beach County
Paul King Esq.
Assistant County Attorney
Palm Beach County
301 North Olive Ave. Suite 601
West Palm Beach, FL 33401
Telephone (561) 355-2225

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

6. 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.
7. 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 of equal dignity herewith.
8. 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.

EXHIBIT "A"
3 of 4

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

PALM BEACH COUNTY

**STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION**

BY: _____
Burt Aaronson, Chair
Board of County Commissioners

BY: _____
James A. Wolfe, P.E.
District 4 Secretary

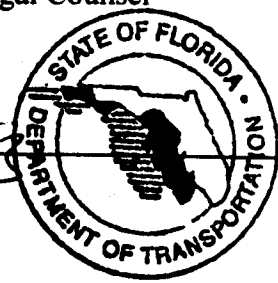
APPROVED AS TO FORM

APPROVED AS TO FORM

Paul King, Esquire
Assistant County Attorney

Laurice Mayes, Esq.
District 4 Legal Counsel

ATTEST: Sharon R. Bock
Clerk & Comptroller

ATTEST: _____


APPROVED AS TO TERMS
and CONDITIONS:

By: _____
Department of Engineering and
Public Works

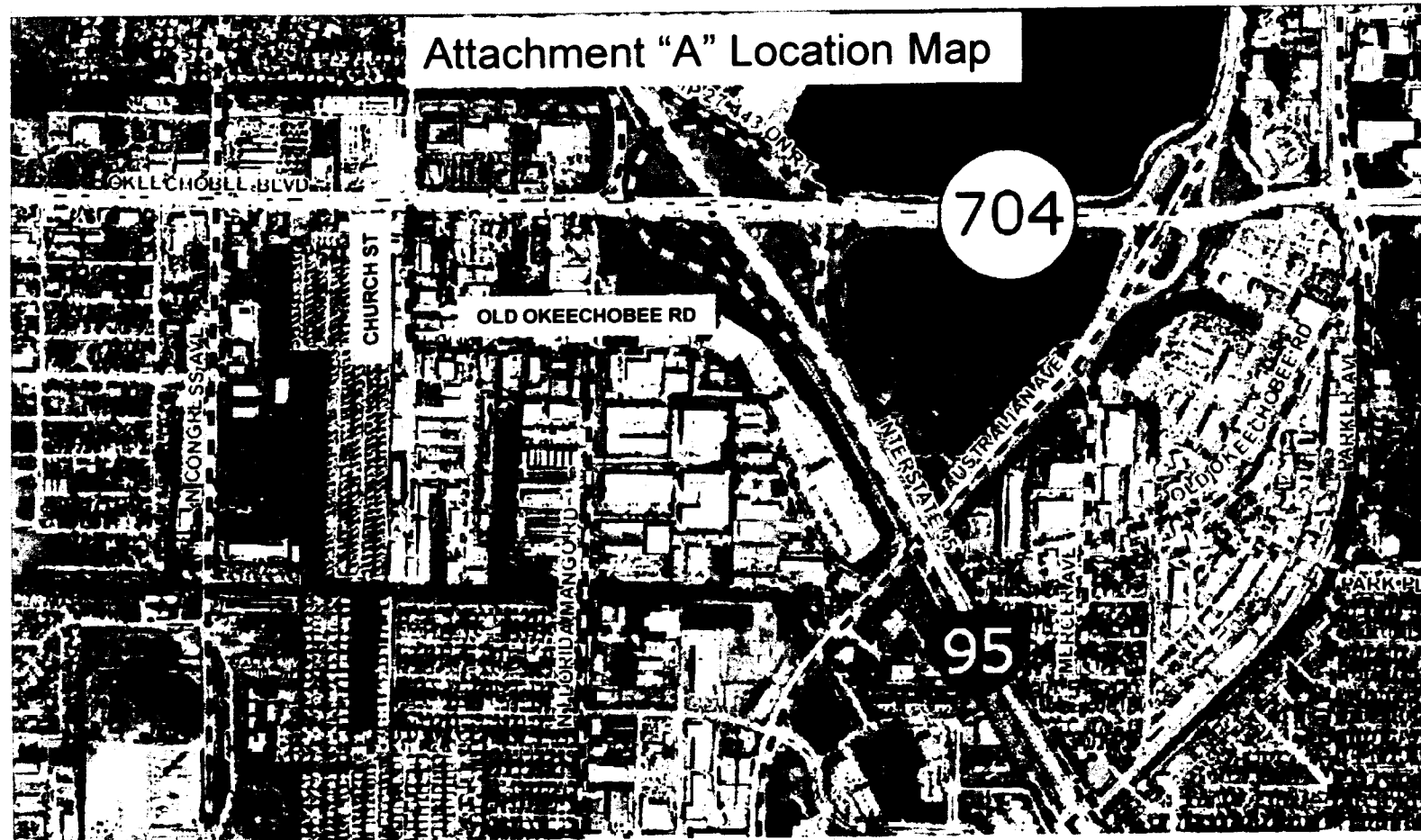


EXHIBIT "A"
4 of 4

LEGEND

CURRENT FDOT STATE HIGHWAY SYSTEM ---

CURRENT ROAD NETWORK ---

PROPOSED TRANSFER FROM FDOT TO COUNTY ← →

PALM BEACH COUNTY

SECTION NO.	NAME	FROM	TO	LENGTH
93000133	Church St.	SR-704/Okeechobee Blvd.	Old Okeechobee Rd.	0.21 Miles
93000133	Old Okeechobee Rd.	Church St.	0.361 Miles NW of Australian Ave.	0.46 Miles



Planning & Environmental Management Office
Date: 03/11/08 Prepared By: Carlton Card

**FDOT/PALM BEACH COUNTY
ROADWAY TRANSFER AGREEMENT
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PALM BEACH COUNTY

**STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION**

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Burt Aaronson, Chair
Board of County Commissioners

BY: _____
James A. Wolfe, P.E.
District 4 Secretary

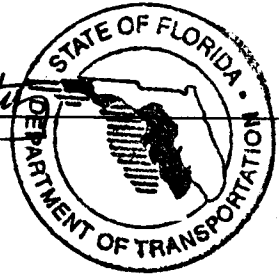
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District 4 Legal Counsel

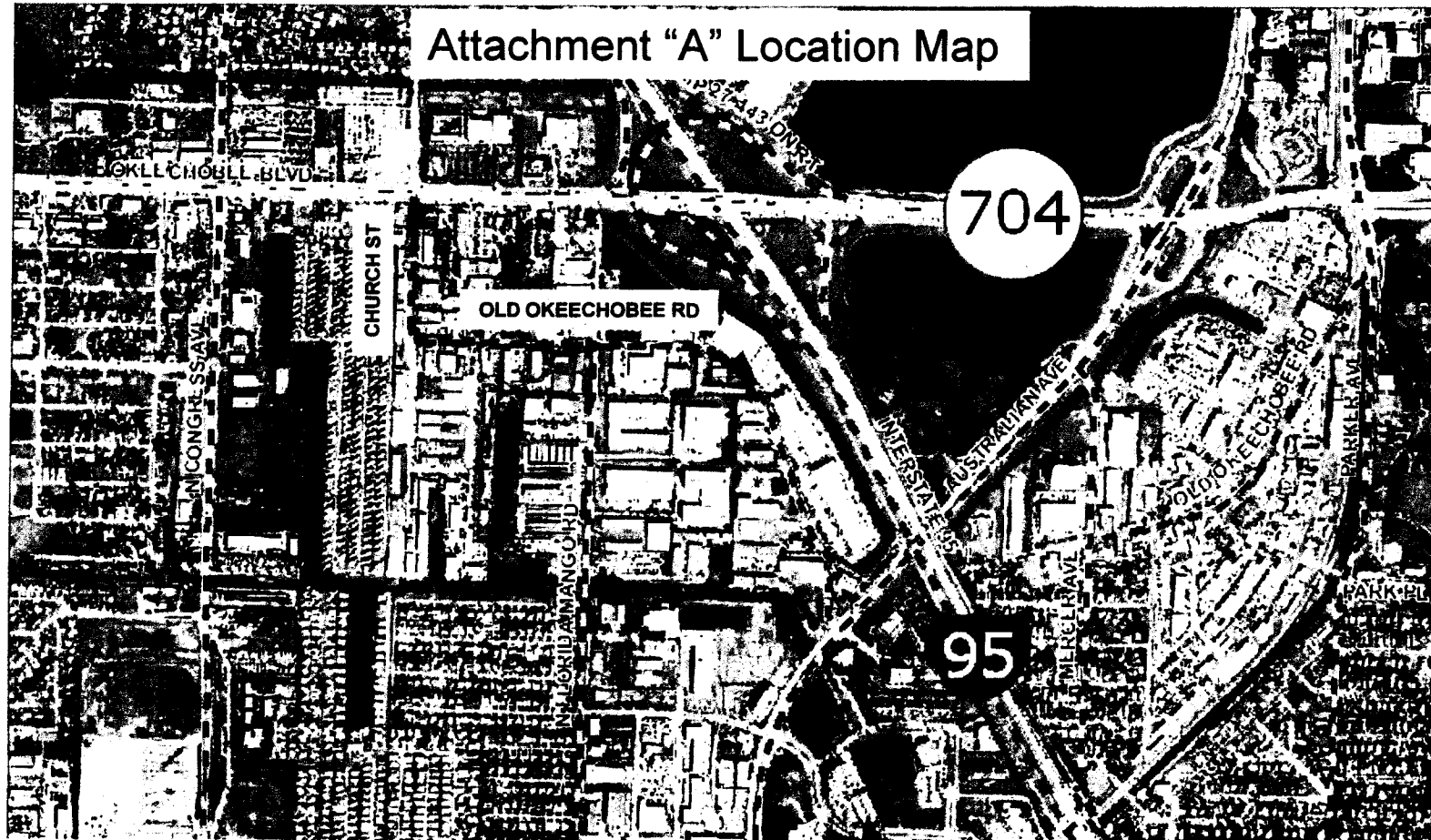
ATTEST: Sharon R. Bock
Clerk & Comptroller

ATTEST: _____


APPROVED AS TO TERMS
and CONDITIONS:

By: _____
Department of Engineering and
Public Works

Attachment "A" Location Map



LEGEND

- CURRENT FDOT STATE HIGHWAY SYSTEM (represented by a solid line)
- CURRENT ROAD NETWORK (represented by a dashed line)
- PROPOSED TRANSFER FROM FDOT TO COUNTY (represented by a double-headed arrow)

PALM BEACH COUNTY

SECTION NO.	NAME	FROM	TO	LENGTH
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Planning & Environmental Management Office
 Date: 03/11/08 Prepared By: Carlton Card