

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 18, 2014 {X} Consent { } Regular
 { } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) An Interlocal Agreement (Agreement) with the City of Palm Beach Gardens (City) to allow Palm Beach County (County) to transfer jurisdiction, control, ownership and maintenance responsibility of Sunset Drive and 40th Terrace North (Roadways) to the City; and
- B) A budget transfer of \$50,000 from Materials Pavement Marking and Signs to Contributions – Other Governmental Agencies to establish budget for the roadway maintenance payment to the City for Sunset Drive and 40th Terrace North.

SUMMARY: Approval of this Agreement will allow the County to transfer ownership of Sunset Drive and 40th Terrace North, south of Northlake Boulevard, to the City. The County currently has jurisdiction for the Roadways. The City has expressed a desire to accept jurisdiction and control and assume ownership and maintenance responsibility for the Roadways. In addition to transferring ownership and maintenance responsibility of the Roadways to the City, the County agrees to pay the City a onetime amount of \$50,000 as maintenance assistance for the Roadways.

District 1 (MRE)

Background and Justification: The County currently has jurisdiction, control, responsibility for and ownership of all the rights-of-way for the Roadways. The City, in accordance with their Neighborhood Improvement Assessment Program, intends to provide infrastructure improvements including the addition of potable water and improvements to the roadways. The City passed Resolution 64, 2014 on September 18, 2014 expressing a desire to accept jurisdiction and control and assume ownership and maintenance responsibility for them. The County will also pay the City a onetime amount of \$50,000 to assist with maintenance of the Roadways.

Attachments:

- 1. Location Map
- 2. Agreement with Exhibit "A" and "B" (3)
- 3. Budget Transfer

Recommended by: Ornelis A. Fernandez 10/14/14 [Signature]
 Division Director Date

Approved By: Sgt. T. Webb 10/23/14 [Signature]
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Grants + Aids	\$50,000	-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	\$50,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No ☒

Budget Account No:

FUND 1201 Dept 363 Unit R002 Object 8101

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund
Pavement Mgmt/Roadway Striping

Roadway Maintenance Payment \$50,000.00

C. Departmental Fiscal Review: Aluikovalainen

III. REVIEW COMMENTS

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

[Signature] 10/27/04
RD RD OFMB
10/23 10/24

[Signature] 10/29/14
Contract Dev. and Control
10-29-14 B. Wheeler

B. Approved as to Form
and Legal Sufficiency:

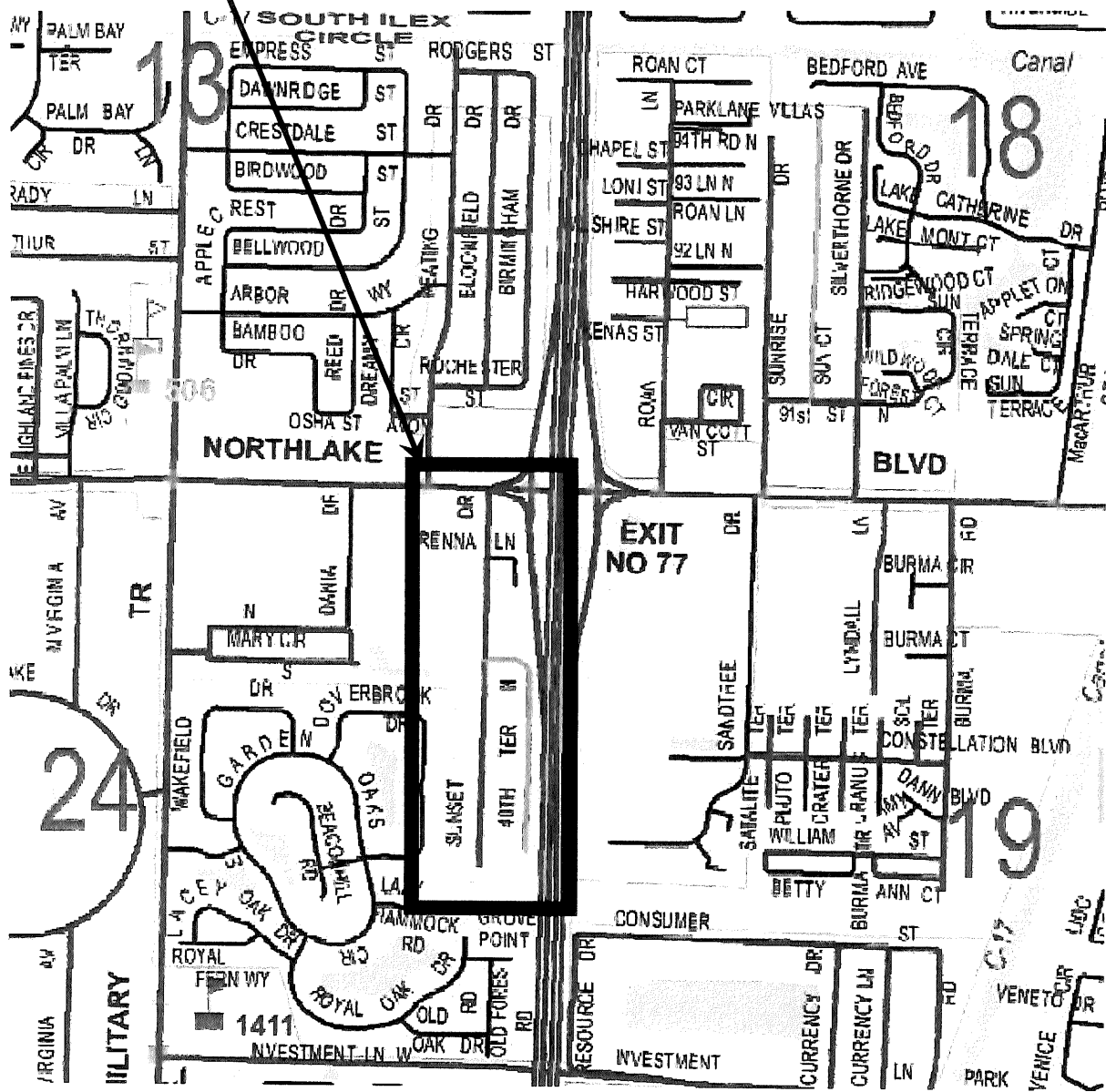
[Signature] 10/30/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

SUNSET DRIVE & 40TH TERRACE NORTH



LOCATION SKETCH

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PALM BEACH GARDENS
AND PALM BEACH COUNTY
FOR SUNSET DRIVE AND 40TH TERRACE NORTH OWNERSHIP**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this _____ day of _____, 2014, by and between THE CITY OF PALM BEACH GARDENS, 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, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY currently has jurisdiction and control over, responsibility for, and ownership of Sunset Drive and 40th Terrace North, south of Northlake Boulevard, hereinafter referred to as "ROADWAYS";

WHEREAS, the Palm Beach Gardens City limits encompass the ROADWAYS; and

WHEREAS, the COUNTY filed a maintenance map over the areas that were not public rights-of-way and now has ownership of all of the right-of-way of the ROADWAYS; and

WHEREAS, the CITY has established a Neighborhood Improvement Assessment Program to provide roadway and water improvements for the ROADWAYS; and

WHEREAS, the CITY Council has expressed a desire to accept jurisdiction and control and assume ownership and maintenance responsibility of the ROADWAYS.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above recitals are true, correct and incorporated herein.

1. CITY RESPONSIBILITIES:

- A. The CITY accepts jurisdiction and control over, responsibility for and ownership of the ROADWAYS more clearly defined on Exhibit "A" and Exhibit "B".

2. COUNTY RESPONSIBILITIES:

- A. The COUNTY agrees to provide to the CITY any documentation that the COUNTY has concerning the ROADWAYS. This documentation includes, but is not limited to any surveys, permits, storm drainage systems, and maintenance and improvement records for the ROADWAYS.
- B. The COUNTY agrees to pay the CITY \$50,000 for maintenance assistance within sixty (60) days of execution of this document.

3. NOTICE:

All notices, requests consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier of messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY

Palm Beach County Engineering Department
Attention: Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, FL 33416
tmcconne@pbcgov.org
Phone 561-684-4010

CITY

City of Palm Beach Gardens
Attention: Todd B. Engle, P.E.
City Engineer
10500 N. Military Trail
Palm Beach Gardens, FL 33410
tengle@pbgfl.com
Phone 561-804-7012

If either party changes its mailing address of designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

4. INSPECTOR GENERAL:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Fla. Stat., in the same manner as a second degree misdemeanor.

5. MISCELLANEOUS PROVISIONS:

A. REMEDIES:

This AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the AGREEMENT will 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 such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

B. THIRD PARTY BENEFICIARIES:

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

C. ARREARS:

The CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

D. ACCESS AND AUDITS:

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S place of business.

E. NONDISCRIMINATION:

The COUNTY and CITY agree that no person shall, on the grounds of race, color, religion, disability or handicap, creed, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, and gender identity and expression be discriminated against in performance of this AGREEMENT.

F. SEVERABILITY:

If any term or provision of this AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

G. ENTIRETY OF AGREEMENT

The COUNTY and the CITY agree that this AGREEMENT sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

H. ATTORNEY FEES:

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.

I. MODIFICATION OF AGREEMENT:

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.

J. GOVERNING LAW AND VENUE:

This AGREEMENT and all transactions contemplated by this AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of the venue.

K. LIABILITY:

The parties to this AGREEMENT 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 the parties, of the liability limits established in Section 768.28, Fla. Stat.

L. LAWSUITS:

CITY shall promptly notify the COUNTY 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.

M. DEFAULT:

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.

N. JOINT PREPARATION:

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.

O. BINDING EFFECT:

All of the terms and provisions of this AGREEMENT whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

P. HEADINGS:

The headings contained in this AGREEMENT are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this AGREEMENT.

Q. COUNTERPARTS:

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

R. ENTIRE AGREEMENT:

This AGREEMENT represents the entire understanding among the parties, and supersedes all other negotiations, or agreements, either written or oral, relating to this AGREEMENT.

S. ASSIGNABILITY:

This AGREEMENT may not be assigned without prior written consent of all parties to this AGREEMENT, provided such consent may not be unreasonably withheld.

T. ENFORCEMENT OF REMEDIES:

The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of any subsequent breach or default in any terms and conditions.

U. FILING:

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

V. EFFECTIVE DATE:

This AGREEMENT shall be effective as of the last date that it is signed by all parties hereto.

W. TERMINATION:

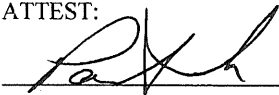
This AGREEMENT terminates upon the CITIES receipt of the COUNTIES maintenance assistance of \$50,000. The COUNTY shall have no further obligation to the CITY in regard to the ROADWAYS.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTED by the CITY OF PALM BEACH GARDENS this 18th day of September, 2014.

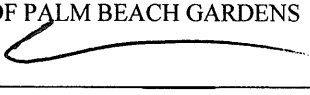
(Authority Seal)

ATTEST:



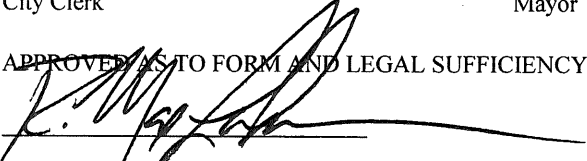
City Clerk

CITY OF PALM BEACH GARDENS



Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



City Attorney

EXECUTED by COUNTY this _____ day of _____, 2014.

(County Seal)

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

Deputy Clerk

PALM BEACH COUNTY, FLORIDA

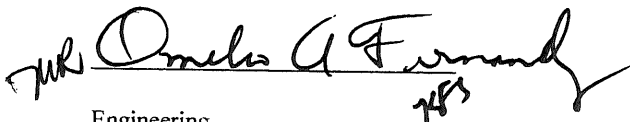
By ITS BOARD OF COUNTY
COMMISSIONERS

Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

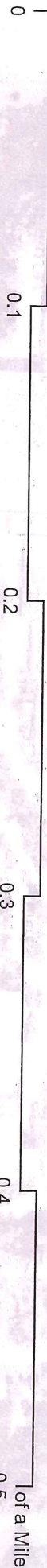
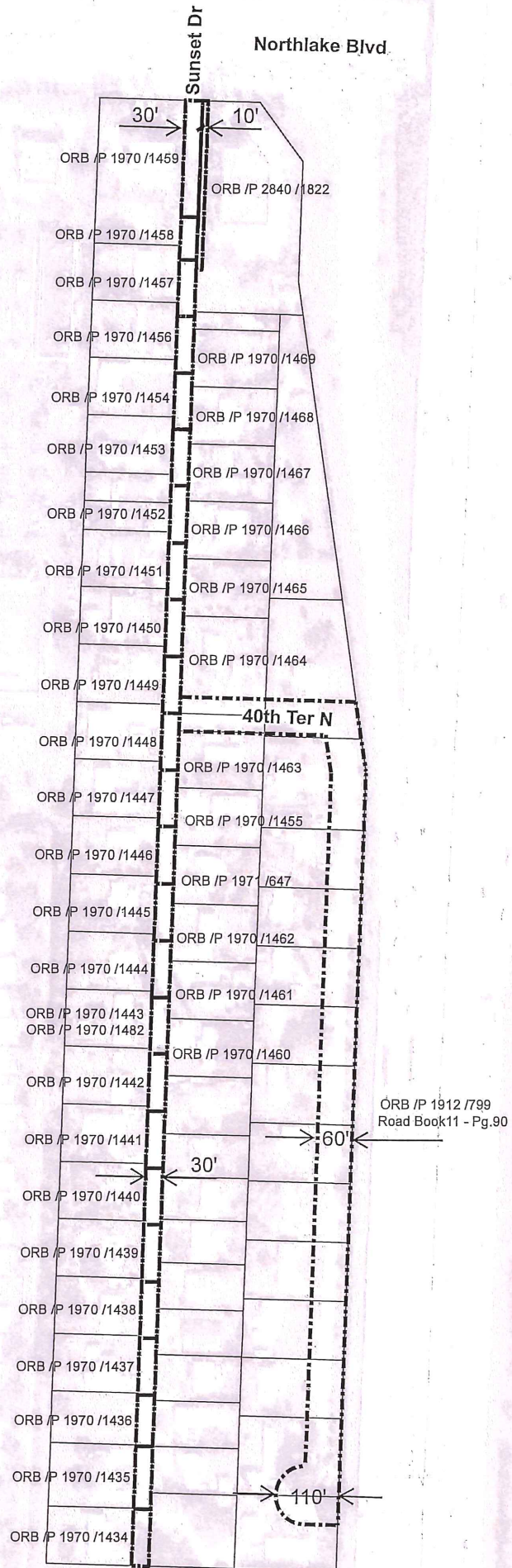
APPROVED AS TO TERMS
AND CONDITIONS:



Engineering

OWNERSHIP RECORDATIONS

<u>40th Terrace</u>	ORB 1912 – Pg. 799 Road Book 11 – Pg. 90 (Maintenance Map)
<u>Sunset Drive</u>	ORB 1970 – Pg. 1434 thru 1469 & Pg. 1482 ORB 1971 – Pg. 647 ORB 2840 – Pg. 1822



BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 093014-1938

FUND County Transportation Trust

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/14	REMAINING BALANCE
<u>PAVEMENT MGMT/ROADWAY STRIPING</u>								
1201-363-R002-8101	Contributions Othr Govtl Agency	0	0	50,000	0	50,000	0	50,000
<u>PAVEMENT MGMT/ROADWAY STRIPING</u>								
1201-363-R002-5304	Materials Pave Marking & Signs	1,016,614	1,016,614	0	50,000	966,614		
				50,000	50,000			

Engineering & Public Works
Administration / Budget Approval
OFMB Department – Posted

SIGNATURE

Alicia Kovalainen

DATE

9/30/14

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners