

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-
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

Recommended Sources of Funds/Summary of Fiscal Impact:

The Department is responsible for the maintenance of County owned Rights-of-Way. This item has a negligible fiscal impact due to decreased maintenance costs which is indeterminable at this time.

C. Departmental Fiscal Review: *Alu Kovalainen*

III. REVIEW COMMENTS

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

J. J. ... 2/19/15 *Aug G. Jacobson 2/12/15*
5/10 A&D OFMB Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Mark ... 2/19/15
Assistant County Attorney

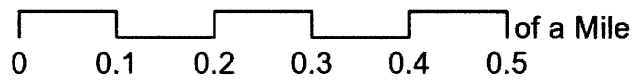
C. Other Department Review:

Department Director

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

Project Location
Boutwell Rd
Lake Worth Rd to 10th Ave N
Palm Beach County

Attachment No. 1



Location Sketch

**INTERLOCAL AGREEMENT WITH THE
CITY OF LAKE WORTH
AND PALM BEACH COUNTY
FOR BOUTWELL ROAD OWNERSHIP**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2014, 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", collectively the "Parties."

WITNESSETH:

WHEREAS, the COUNTY currently has control over, responsibility for, and ownership of Boutwell Road, from Lake Worth Road to 10th Avenue North, hereinafter referred to as "ROADWAY"; and

WHEREAS, the CITY is currently working on development of the Park of Commerce of which the ROADWAY will be the primary north-south through way; and

WHEREAS, the City has contracted with an engineering consultant to prepare design plans for the ROADWAY; and

WHEREAS, the City of Lake Worth City municipal limits encompass the ROADWAY; and

WHEREAS, the CITY has expressed a desire that the ownership and maintenance responsibility of the ROADWAY be turned over to the CITY.

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 COUNTY agrees to transfer and the CITY agrees to accept the control over, responsibility for and ownership of the ROADWAY.
3. ROADWAY does not include the intersection of 10th Ave. N. and Boutwell Road, which shall remain with the COUNTY, and which intersection limits are more clearly defined in Exhibit "A" attached hereto and incorporated herein.

4. The CITY agrees that if the COUNTY decides to perform improvements at the intersection of 10th Avenue N. and Boutwell Road, including required turn lanes and transitions, after ownership and maintenance responsibilities for the ROADWAY have been transferred to the CITY, the COUNTY shall not be required to obtain a permit from the CITY. The CITY further agrees and understands that intersection improvements performed by the COUNTY, shall be to COUNTY's design standards.

5. The CITY understands that intersection improvements will only be performed by the COUNTY, after all required right-of-way and easements have been dedicated to the COUNTY or CITY, free and clear, from the properties at the southwest quadrant of 10th Avenue N. and Boutwell Road.

6. The parties agree that the northern limit of the ROADWAY transferred from the COUNTY to the CITY by this Agreement is the Match Line shown in Exhibit "A" which is located approximately 360 feet south of the existing south right-of-way line of 10th Avenue N.

7. The CITY understands that if it decides to improve the ROADWAY after ownership and maintenance responsibilities for the ROADWAY have been transferred to the CITY, a permit will be required from the COUNTY for any work proposed that will impact the Match Line.

8. The COUNTY agrees to provide to the CITY any documentation that the COUNTY has concerning the ROADWAY. This documentation includes, but is not limited to any surveys, permits, storm drainage systems, and maintenance and improvement records for the ROADWAY.

9. The CITY understands that the COUNTY's obligations under this Agreement ceases once ownership and maintenance responsibilities for the ROADWAY have been transferred to the CITY, and the COUNTY has provided all available documentation referenced in section 8 above.

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

11. 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.

12. 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 Pam Triolo
7 North Dixie Highway
Lake Worth, Florida 33460-3725

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 of omissions.

20. 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.

21. The Parties expressly covenant and agree that in the event any of the Parties is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

22. 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.

23. The 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 contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

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

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

26. This Agreement shall take effect on the date of execution of the Agreement by both Parties.

27. There are no third party beneficiaries to this Agreement.

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SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement for Boutwell Road Ownership and it is effective on the date first above written.

CITY OF LAKE WORTH

PALM BEACH COUNTY, FLORIDA, BY BOARD OF COUNTY COMMISSIONERS

By: *Pam Triplo*
Pam Triplo, Mayor

By: _____
Mayor

ATTEST:

By: *[Signature]* 12/3/14
City Clerk

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER
By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

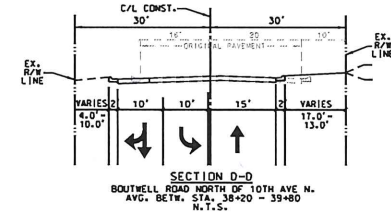
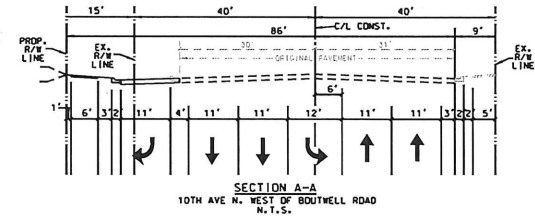
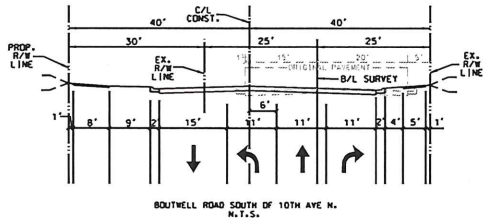
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
Glen J. Torcivia, City Attorney

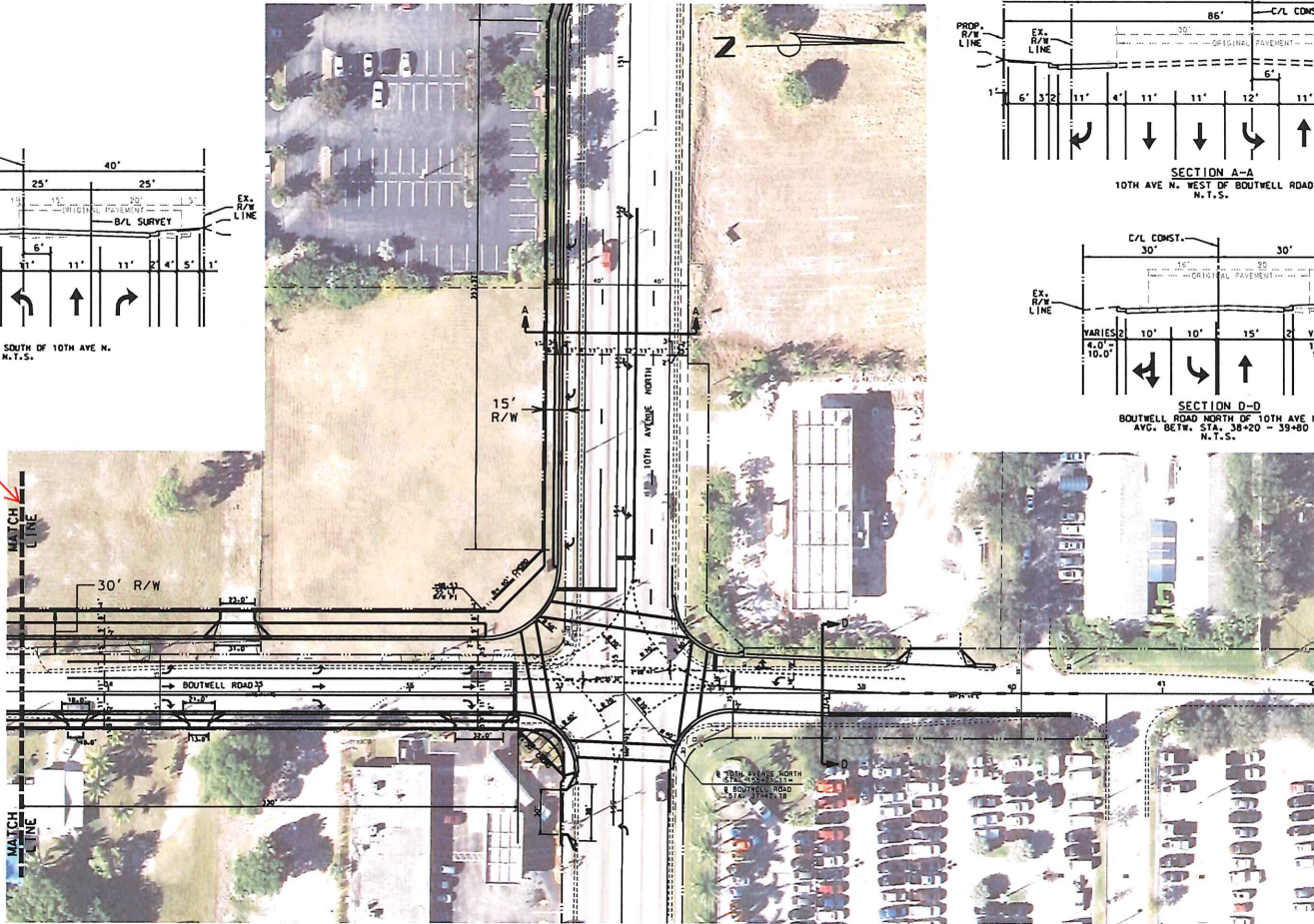
By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Division Director



North limit of ROADWAY to be transferred to CITY.



10TH AVENUE NORTH & BOUTWELL ROAD INTERSECTION IMPROVEMENTS

SCALE: 1" = 40'