

34-8

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Agreement for Purchase and Sale with the City of Belle Glade to acquire a 1.76 acre parcel of improved land at 525 SW 2<sup>nd</sup> Street in Belle Glade for \$1.00.

**Summary:** On December 20, 2005, the Board approved an Interlocal Agreement (R2005-2442), with the City of Belle Glade for Fire Protection and Emergency Medical Services. The Interlocal Agreement provided for the conveyance to the County of the City's existing fire station. Staff has completed due diligence, including a Phase I Environmental Site Assessment and title work, and no problems were discovered. In the event the County stops providing fire rescue services to the City, the City is obligated to repurchase the property for \$1.00, plus the fair market value of the improvements to the station made by the County, as determined by an appraisal. Closing is expected to occur within ten (10) days of Board approval. (PREM) District 6 (JMB)

**Background and Justification:** The Interlocal Agreement required the County and City to enter into an Agreement for Purchase and Sale for the City's existing fire station. The City's existing fire station is situated on 1.76 acres of the City's Governmental Center Complex. The City approved a Resolution approving the Purchase and Sale Agreement on August 20, 2007. The County's Fire-Rescue Department has been providing fire rescue services out of the City's fire station since October 2006. The County's Fire-Rescue Department plans on commencing renovations to the existing facility in December 2007.

**Attachments:**

- 1. Location Map
- 2. Agreement for Purchase and Sale
- 3. City of Belle Glade Resolution
- 4. Budget Availability Statement

Recommended By: Keith Anthony Wolf 8/24/07  
Department Director Date

Approved By: [Signature] 9/12/07  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$11				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$11</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Budget Account No: Fund 3700 Dept 441 Unit F087 Object 6502  
 Program \_\_\_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*In addition to the \$100 purchase price of the land, there is an additional cost of \$100 for the Statutory Warranty Deed which is included in this purchase.*

*John [Signature] 9-6-07*  
 OFMB  
 9/6/07  
 CN 9/30/07

*John [Signature] for JS*  
 Contract Development and Control  
 9/7/07

**B. Legal Sufficiency:**

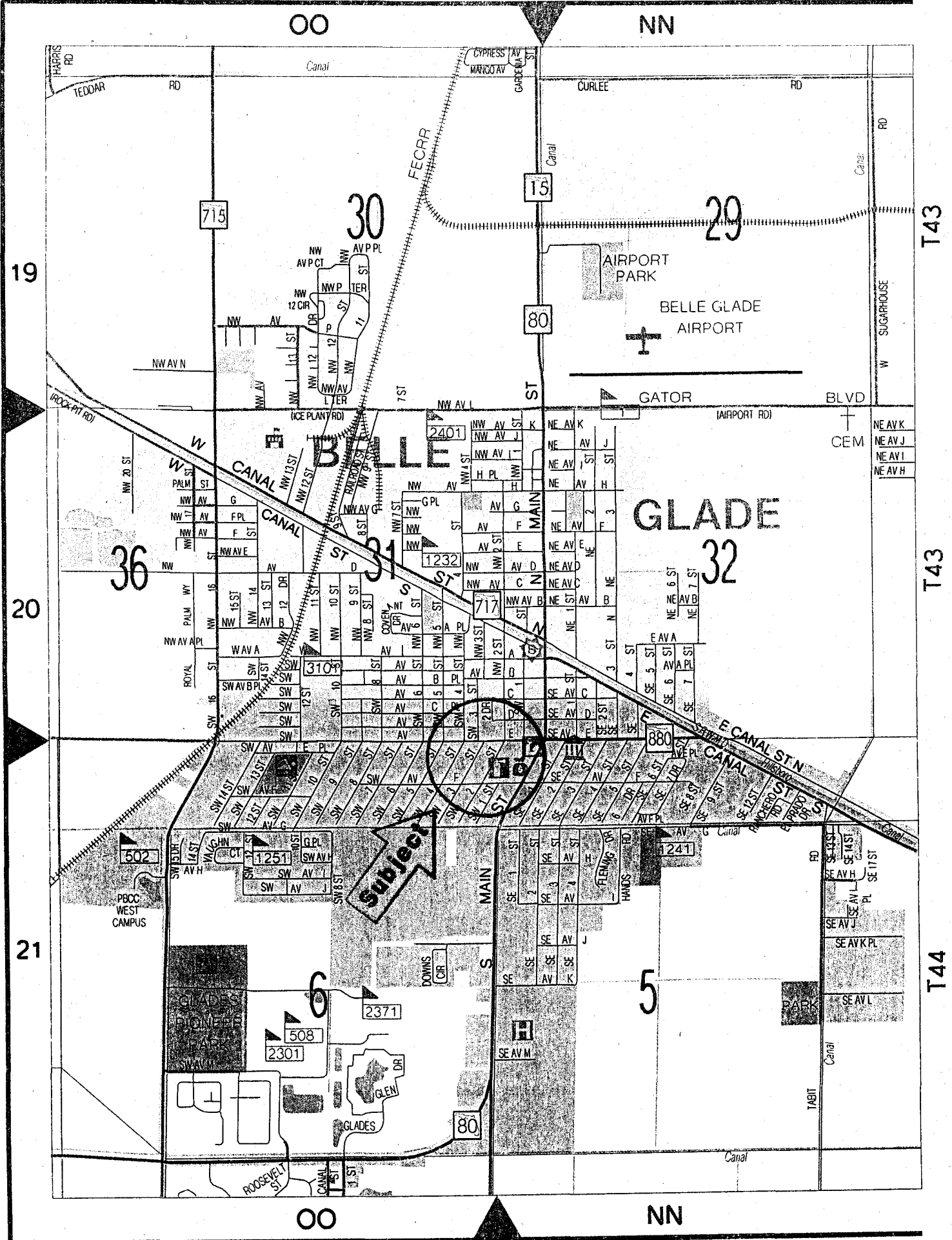
*James [Signature] 9/6/07*  
 Assistant County Attorney

This Contract complies with our contract review requirements.  
 This Contract complies with our contract review requirements.

**C. Other Department Review:**

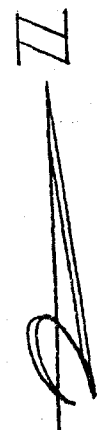
\_\_\_\_\_  
 Department Director

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



LOCATION MAP

ATTACHMENT # 1



## AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (the "Agreement") is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Buyer" or "County") and the CITY OF BELLE GLADE, a municipal corporation of the State of Florida (hereinafter referred to as "Seller" or "City").

WHEREAS, on December 20, 2005, County and City entered into an Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the City of Belle Glade and Palm Beach County (R2005-2442) (the "Interlocal") incorporated herein by reference; and

WHEREAS, on April 10, 2007, County and City amended the Interlocal by that certain First Amendment to Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the City of Belle Glade and Palm Beach County (R2007-0563) (the "First Amendment") incorporated herein by reference. The Interlocal and the First Amendment are hereinafter referred to collectively as the "Interlocal Agreement"; and

WHEREAS, County and City intend to enter into this Agreement to fulfill the provision of Section 7.B. of the Interlocal Agreement pertaining to a Purchase and Sale Agreement for the County's purchase of the Property, as herein defined.

NOW, THEREFORE, County and City, in consideration of the terms and conditions set forth herein and for the benefits flowing from each to the other, do hereby agree as follows:

1. AGREEMENT TO SELL: Seller hereby agrees to sell and Buyer agrees to purchase in accordance with this Agreement all that certain real property, together with all improvements, easements and appurtenances, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

2. PURCHASE PRICE: The purchase price of the Property shall be One dollar and no/100 (\$1.00) for +/- 1.76 acres. The County shall pay the Purchase Price of the Property by cash or County warrant drawn against a public banking institution located in Palm Beach County, Florida.

3. CLOSING: This Agreement shall be closed and the deed delivered within

Page 1 of 6

**ATTACHMENT # 2**

10 days of the Effective Date of this Agreement. The following are additional details of closing:

A. Time and Place: The closing will be held at the County's Property and Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the Seller and the Buyer. Alternatively, the closing may be held via overnight mail or other means through the closing agent designated by Buyer for this transaction.

B. Conveyance: At closing, the Seller will deliver to the Buyer a fully executed deed in the form of Exhibit "B" attached hereto, conveying the Property and any improvements in its "AS IS CONDITION." Seller shall be responsible for preparation of the deed. Seller shall convey the Property without a reservation of mineral and petroleum rights pursuant to Florida Statutes, §270.11. Buyer hereby petitions Seller to convey the Property without reservation of mineral and petroleum rights. Seller hereby finds that conveyance without such reservation of mineral and petroleum rights is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Property.

D. Other Closing Documents: At Closing, Seller and Buyer shall execute closing statements prepared by Buyer in accordance with the terms hereof.

E. Expenses: The Buyer shall pay all costs for recording the deed of conveyance.

4. CONDITION OF THE PROPERTY:

A. "AS IS" CONDITION: The Buyer agrees to accept the Property in its "AS IS" CONDITION.

B. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

5. DEFAULT: If the Buyer or Seller fails to perform any covenants or obligations of this Agreement, the provisions of Section 17 of the Interlocal Agreement shall apply.

6. SUCCESSORS: Upon execution of this Agreement by the Seller, this Agreement shall be binding upon and inure to the benefit of the Seller, its successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County

Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

7. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the official or public records where the Property is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

8. ASSIGNMENT: This Agreement may not be assigned.

9. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

10. AMENDMENTS: The provisions of this Agreement and the Interlocal Agreement contain the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment to this Agreement or the Interlocal Agreement will be effective except in writing signed by all parties.

11. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the Property. Any provision of the Interlocal Agreement which is of a continuing nature, or which by its language imposes an obligation that extends beyond the term of this Agreement or the Interlocal Agreement, shall remain unchanged and are hereby ratified and confirmed and such provisions shall survive the delivery and recording of the deed and possession of the Property and the expiration or earlier termination of the Interlocal Agreement.

12. NOTICES: All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

12.1 Buyer:  
Palm Beach County  
Property & Real Estate Management Division  
Attention Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax: 561-233-0210

With a copy to:  
County Attorney's Office  
Attn: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax: 561-355-4398

12.2 Seller:  
City of Belle Glade  
110 Dr. Martin Luther King Jr. Blvd. West  
Belle Glade, Florida 33460  
Fax: 561-992-2221

With a copy to:  
The Law Office of Glen J. Torcivia and Associates, P.A.  
701 Northpoint Parkway  
Suite 209  
West Palm Beach, Florida 33407  
Fax: 561-686-8764

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

13. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent

permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

14. FURTHER ASSURANCES: Seller agrees to execute and deliver to the Buyer such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

15. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

16. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until executed by both parties, and the Effective Date of this Agreement shall be the later of the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board or the date upon which the City approves this Agreement at a formal meeting of the City Commission.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Jennial Davis  
(Witness Signature)

Jennial Davis  
(Witness Name Printed)

Dianne D. Carter  
(Witness Signature)

DIANNE D. CARTER  
(Witness Name Printed)

Attest:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

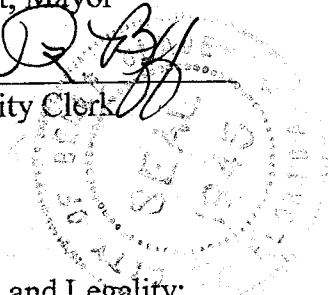
Seller:

CITY OF BELLE GLADE, a  
municipal corporation of the State of  
Florida

By: Donald D. Garrett  
Donald Garrett, Mayor

Attest: Debra Buff  
Debra Buff, City Clerk

Seal



Approved as to Form and Legality:

[Signature]  
City Attorney

Buyer:

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

Exhibit "A"

Being a portion of the Hiatus between Townships 43 South and 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat recorded in Plat Book 18, Page 48, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Intersection of the North line of the Hiatus Block 6, Township 43/44 South, Range 37 East with the centerline of Southwest Second Street, said Point of Commencement being N89°59'44" West 659.35 feet from the Northeast corner of said Hiatus Block 6, measured along the North line thereof,

Thence South 29°48'23" West 107.74 feet along the centerline of Southwest Second Street, said centerline being the same as the Westerly line of the Hiatus Block 6;

Thence South 60°11'37" East 25.00 feet to the Easterly right-of-way line of Southwest Second Street and the Point of Beginning of the hereinafter described parcel,

Thence continue South 60°11'37" East 297.00 feet,

Thence South 29°48'23" West 172.89 feet along a line parallel with the centerline of Southwest Second Street;

Thence North 89°59'44" West 342.27 feet along a line parallel with the North line of said Hiatus Block 6 to the Easterly right-of-way line of Southwest Second Street;

Thence North 29°48'23" East 343.00 feet along the Easterly right-of-way line of Southwest Second Street, to the Point of Beginning.

PREPARED BY AND RETURN TO:  
TRIPP D. CIOCI, REAL ESTATE SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 VISTA PARKWAY  
WEST PALM BEACH, FLORIDA 33411-5605

A Portion of PCN: 04-37-43-42-01-006-0012

## STATUTORY WARRANTY DEED

(Florida Statutes 689.02)

THIS INDENTURE, made this 20<sup>th</sup> day of August, 2007, between the **City of Belle Glade**, a municipal corporation, existing under the laws of the State of Florida, whose post office address is 110 Dr. Martin Luther King Jr. Blvd. West, Belle Glade, FL 33430 ("Grantor") and **Palm Beach County**, a political subdivision of the State of Florida, whose post office address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantee").

### WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars to it in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all that certain land situate in Palm Beach County, State of Florida, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

WITHOUT reservation of any phosphate, mineral, metals or petroleum rights.

TOGETHER WITH, all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Grantor:  
City of Belle Glade, a municipal corporation existing  
under the laws of the State of Florida

Witnesses:

Jessica Davis  
(Witness Signature)

(Witness Signature)

Jessica Davis  
(Witness Name Printed)

(Witness Name Printed)

Mary Jo Walker  
(Witness Signature)

(Witness Signature)

MARY JO WALKER  
(Witness Name Printed)

(Witness Name Printed)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

By:

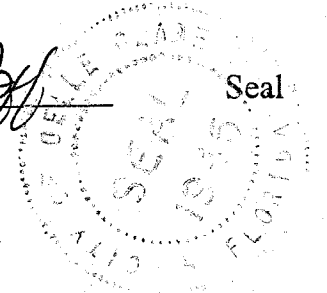
Donald Garrett  
Donald Garrett, Mayor

Donald Garrett, Mayor

Attest:

Debra R. Buff  
Debra Buff, City Clerk

Debra Buff, City Clerk



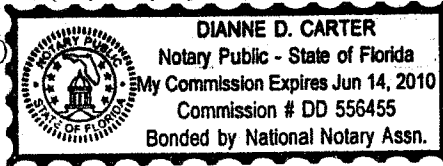
Approved as to Form and Legality:

[Signature]  
City Attorney

City Attorney

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2007, by Donald D. Garrett, as Mayor of the City of Belle Glade, a municipal corporation existing under the laws of the State of Florida, who is personally known to me OR ( ) who has produced N/A as identification and who ( ) did (  ) did not take an oath.

(Stamp/Seal)

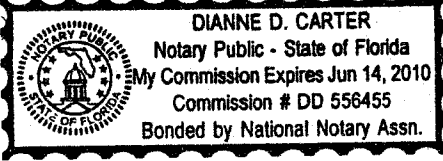


Dianne D. Carter  
Notary Public, State of Florida  
Dianne D. Carter  
Print Notary Name  
DD 556455  
Commission Number  
My Commission Expires: 6/14/10

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2007, by Debra R. Buff, as City Clerk of the City of Belle Glade, a municipal corporation existing under the laws of the State of Florida, who is personally known to me OR ( ) who has produced N/A as identification and who ( ) did (  ) did not take an oath.

(Stamp/Seal)



Dianne D. Carter  
Notary Public, State of Florida  
Dianne D. Carter  
Print Notary Name  
DD 556455  
Commission Number  
My Commission Expires: 6/14/10

County Attorney or Designee  
Approved by the Palm Beach County  
Board of County Commissioners  
On \_\_\_\_\_

Exhibit "A"

Being a portion of the Hiatus between Townships 43 South and 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat recorded in Plat Book 18, Page 48, Public Records of Palm Beach County, Florida, being more particularly described as follows:

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Thence South 60°11'37" East 25.00 feet to the Easterly right-of-way line of Southwest Second Street and the Point of Beginning of the hereinafter described parcel,

Thence continue South 60°11'37" East 297.00 feet,

Thence South 29°48'23" West 172.89 feet along a line parallel with the centerline of Southwest Second Street;

Thence North 89°59'44" West 342.27 feet along a line parallel with the North line of said Hiatus Block 6 to the Easterly right-of-way line of Southwest Second Street;

Thence North 29°48'23" East 343.00 feet along the Easterly right-of-way line of Southwest Second Street, to the Point of Beginning.

RESOLUTION NO. 2605

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BELLE GLADE, FLORIDA, PROVIDING AUTHORITY FOR THE MAYOR TO EXECUTE REQUIRED INSTRUMENTS OR DOCUMENTS NECESSARY TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE AND STATUTORY WARRANTY DEED IN ACCORDANCE TO THE INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES WITH PALM BEACH COUNTY; PROVIDING FOR A CONFLICTS CLAUSE; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, during the regular Commission meeting of August 20, 2007, the City Commission of the City of Belle Glade, Florida, granted approval to enter into an Agreement for Purchase and Sale for Fire Protection and Emergency Medical Services and Purchase and Sale of +/-1.76 acres by and between the City of Belle Glade and Palm Beach County; and

WHEREAS, during the regular Commission meeting of August 20, 2007, the City Commission of the City of Belle Glade, Florida, granted approval to enter into an Agreement for a Statutory Warranty Deed for Fire Protection and Emergency Medical Services and Purchase and Sale of +/-1.76 acres by and between the City of Belle Glade and Palm Beach County; and

WHEREAS, during the regular Commission meeting of August 6, 2007, the City Commission of the City of Belle Glade, Florida, adopted Resolution 2592.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BELLE GLADE, FLORIDA, THAT:

Section 1. In accordance to the Interlocal Agreement for Fire Protection and Emergency Medical Services with Palm Beach County, the Mayor is hereby authorized, empowered and directed to sign the agreement for Purchase and Sale, and the Statutory Warranty Deed.

Section 2. All Resolutions or parts of Resolutions or parts of Resolutions in conflict herewith are hereby repealed

Section 3. The provisions of this Resolution shall become effective immediately upon adoption.

DONE AND RESOLVED at Regular session of the City Commission of the City of Belle Glade, Florida, held on the 20<sup>th</sup> day of August, 2007.

CITY OF BELLE GLADE, FLORIDA

Mayor Garrett

AYE NAY

✓ —

Vice Mayor Kendall

✓ —

Commissioner Asia-Williams

✓ —

Commissioner Miller

✓ —

Commissioner Sanchez

✓ —

✓ —

✓ —

✓ —

✓ —

*[Handwritten signatures: Ronald D. Gunt, Kendall, Beverly Ann Williams, Shelby D. Miller, and another signature]*

[MUNICIPAL SEAL]

ATTEST:

*[Signature of Debra R. Buff]*  
Debra R. Buff, CMC, City Clerk

APPROVED AS TO FORM and LEGAL SUFFICIENCY

*[Signature of Glen J. Torcivia]*  
Glen J. Torcivia, City Attorney

08/31/2007 09:25 FAX 5612330210

PBC PROPERTY & REAL EST

002

FAX 233-0210

**FACILITIES DEVELOPMENT & OPERATIONS**

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: July 20, 2007      REQUESTED BY: Tripp Cioci      PHONE: 233-0225  
PROJECT TITLE: Belle Glade Fire Rescue Station #73      PROJECT NO.: 2007-1.004  
FAX:

ORIGINAL CONTRACT AMOUNT:      BCC RESOLUTION#: R2005-2442  
REQUESTED AMOUNT: \$1.00      DATE: December 20, 2005

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE  
CONSULTANT/CONTRACTOR: Purchase price for the acquisition of the 1.76 ± acre parcel located at 525 SW 2<sup>nd</sup>  
Street in Belle Glade. A portion of PCN: 04-37-43-42-01-006-0012

CONSTRUCTION  
VENDOR SERVICES  
STAFF COSTS\*\*  
EQUIP. / SUPPLIES  
CONTINGENCY  
TOTAL

\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this  
BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 3700 DEPT: 441 UNIT: F087 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY):       AD VALOREM       OTHER  
 FEDERAL/DAVIS BACON

BAS APPROVED BY: Jan SA      DATE: 7/20/07

ENCUMBRANCE NUMBER:

ATT. #4