QE-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

<u>A</u>	GENDA ITEM	SUMMARY		
Meeting Date: September 11, 200	07 [] []	Consent Workshop	[X]	Regular Public Hearing
Department: Office of Financial	Management &	Budget		
	Y INVENTION			
Mation and Title: Staff vecome	I. EXECUTIV			
Motion and Title: Staff recomm				· · · · · · · · · · · · · · · · · · ·
A) the form of an interlocal agreed public debt for property transferred			and Pal	m Beach County relating to
B) delegation of signature authori	ty to the County	Administrator t	o exect	ate the interlocal agreement.
Summary: On June 26, 2007 the approximately 2,000 acres of real Beach County to Broward County addressing the apportionment of This interlocal agreement calls for The delegation of signature author to approve the agreement. County	property, commy. Section 10 or any outstanding or the payment rity is requested	only referred to f Chapter 2007 public debt be of \$331,471.13	o as the -22 req e appro in sati	e wedge property, from Palmuires an interlocal agreement ved by September 30, 2007. sfaction of that requirement.
Background and Policy Issues: In June, 2007 the Legislature enacted Chapter 2007-22, Laws of Florida, which transferred the wedge property, from Palm Beach County to Broward County. Section 10 of Chapter 2007-22 requires an interlocal agreement addressing the apportionment of any outstanding public debt be approved by September 30, 2007. During negotiations, Broward County agreed to reimburse Palm Beach County for guardrails installed on the property in 1997 at a cost of \$331,471.13, although this is not part of the final Law. Staff believes that this reimbursement represents fair consideration for any outstanding public debt attributable to the property.				
Adda Tour and Toda 1 . 1 A				
Attachments: Interlocal Agreeme	ent			
	0 /	\bigcap		
Recommended by:	and 6	Soul)	8/20/07
'Departmen	t Director			Date

Approved By:

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years:	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)	331,471				
In-Kind Match (County)					
NET FISCAL IMPACT	(331,471)				

# ADDITION POSITIONS	NAL FTE (Cumulative)			· ·	
Is Item Inclu	ded In Current B	udget? Yes_	No _X		
Budget Acco	unt No: Fund	Agency(OrgObject	Reporting Category	-
B. Recor	nmended Sources	of Funds/Summ	ary of Fiscal Impact	•	
		III. <u>REVIEV</u>	V COMMENTS		
A. OFM	B Fiscal and/or C	ontract Dev. and	Control Comments		
É	12alual L OFMB	HOLSL 8/20/07	Contract	et Dev. and Control	الما الما
B. Legal	Sufficiency:				
Assist	ant County Attor	8(22/07 ney			
C. Other	Department Rev	iew:			
Depar	tment Director				

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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PALM BEACH COUNTY RELATING TO PUBLIC DEBT FOR PROPERTY TRANSFERRED DUE TO BOUNDARY CHANGES

This Interlocal Agreement is entered into by BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "BROWARD," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "PALM BEACH."

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and forbearances hereinafter set forth, BROWARD and PALM BEACH agree as follows:

- 1. Payment; Public Debt. BROWARD shall pay to PALM BEACH Three Hundred Thirty-one Thousand Four Hundred Seventy-one Dollars and Thirteen Cents (\$331,471.13) within One Hundred Twenty (120) Days of the effective date of the transfer and removal of the real property as described in Chapter 2007-222, Laws of Florida (2007) from the boundaries of Palm Beach County into the boundaries of Broward County (the "Annexation"), which payment shall fully and completely satisfy the parties obligations under Section 10 of Chapter 2007-22, Laws of Florida (2007). PALM BEACH shall assume, shall be responsible for, and shall pay all public debt related to the annexed real property that is either pending or existing on the effective of the Annexation.
- 2. <u>No Beneficiaries</u>. Only BROWARD or PALM BEACH may enforce or assert a right or claim based upon this Agreement.
- 3. <u>Limitations and Waivers</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree that if at any time, a dispute, difference or question arises between them with respect to this agreement or its construction, meaning or effect, or anything herein, or the rights and liabilities of the parties hereunder or otherwise in respect thereto, then every such dispute, difference or question will be referred to a mutually agreed upon arbitrator for resolution subject to and in accordance with Chapter 682, Florida Statutes (2007).
- 4. <u>Preparation and Prior Agreements</u>. (a) This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document; (b) The parties acknowledge that the preparation of this Agreement has been their joint effort; that the language included expresses their mutual intent; and that this document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

provision is held invalid by a court of comshall not affect the validity of the remaining	Agreement shall be severable, and if any apetent jurisdiction, the decision of the court provisions except to the extent that an entire useparably connected in meaning and effect which such holding directly applies.		
	this Agreement may be executed, each of have the force and effect of an original		
	all be filed with the Clerk of the Circuit Court lerk of the Circuit Court in and for Broward		
Interlocal Agreement: BROWARD COMMISSIONERS, signing by and througexecute same by Board action on thePALM BEACH, signing by and through its	ties hereto have made and executed this UNTY through its BOARD OF COUNTY igh its Mayor or Vice-Mayor, authorized to, 20, and BOARD OF COUNTY COMMISSIONERS, nair or Vice Chair, duly authorized to execute, 20		
BRO	WARD		
ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners		
Broward County Administrator, as	By		
Ex-officio Clerk of the Broward County	Mayor		
Board of County Commissioners	day of, 20		
	Approved as to form by Office of the County Attorney for Broward County, Florida JEFFREY J. NEWTON, County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641		
	By Larry E. Lymas-Johnson (Date) Deputy County Attorney		

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PALM BEACH COUNTY RELATING TO PUBLIC DEBT FOR PROPERTY TRANSFERRED DUE TO BOUNDARY CHANGE

PALM BEACH

ATTEST:	PALM BEACH COUNTY, FLORIDA		
Sharon R. Bock, Clerk & Comptroller			
By:Clerk	By: Robert Weisman, County Administrator		
[SEAL]			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS & CONDITIONS		
County Attorney	Department Representative		

Public Debt - Boundary Change Agmt.doc