

Agenda Item #: 301

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 04/15/2008

Consent Regular
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the signed Interlocal Agreement between Broward County and Palm Beach County Relating to Public Debt for Property Transferred Due to Boundary Changes, as authorized by Board Item 6E1 on September 11, 2007.

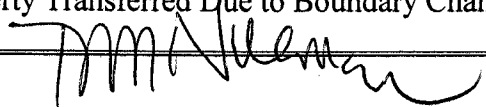
Summary: On September 11, 2007, the Board approved agenda item 6E1 to approve an Interlocal Agreement between Broward County and Palm Beach County relating to public debt for property transferred due to boundary enacted by Chapter 2007-22, Laws of Florida. The Interlocal Agreement has been signed by both counties and the Interlocal Agreement should now be received and filed in the Minutes Department. Countywide (PFK)

Background and Justification: The Minutes Department has requested that signed documents be presented as "receive and file" for acceptance into the official records of the Board of County Commissioners of Palm Beach County.

Attachments:

1. Interlocal Agreement between Broward County and Palm Beach County Relating to Public Debt for Property Transferred Due to Boundary Changes.

Recommended by: _____



3/19/08

Department Director

Date

Approved by: _____

N/A

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	—	—	—	—
Operating Costs	<u>0</u>	—	—	—	—
External Revenues (331,471)	<u>—</u>	—	—	—	—
Program Income (County)	<u>—</u>	—	—	—	—
In-Kind Match (County)	<u>0</u>	—	—	—	—
 NET FISCAL IMPACT(331,471)	 <u>—</u>	 —	 —	 —	 —
 # ADDITIONAL FTE POSITIONS (Cumulative) <u>0</u>	 <u>—</u>	 —	 —	 —	 —

Is Item Included in Current Budget? Yes ___ No

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___

Reporting Category ___

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

\$331,471.13 payment expected to be received in FY 2008, per the InterLocal Agreement of September 25, 2007.

atwillhite 3-26-08
3/20/08 OFMB *3/21/08* *CN 3/20/08*
3/27/08 *Dr. J. Jacoby 3/27/08*
 Contract Dev. and Control

B. Legal Sufficiency:
Paul F. [Signature] 3/18/08
 Assistant County Attorney

C. Other Department Review:

 Department 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. No Beneficiaries. Only BROWARD or PALM BEACH may enforce or assert a right or claim based upon this Agreement.
3. Limitations and Waivers. 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. Preparation and Prior Agreements. (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.

5. Severance. The provisions of this Agreement shall be severable, and if any provision is held invalid by a court of competent jurisdiction, the decision of the court shall not affect the validity of the remaining provisions except to the extent that an entire paragraph or part of a paragraph may be inseparably connected in meaning and effect with the paragraph or part of a paragraph to which such holding directly applies.

6. Original Copies. Multiple copies of this Agreement may be executed, each of which bearing original signatures, shall have the force and effect of an original document.

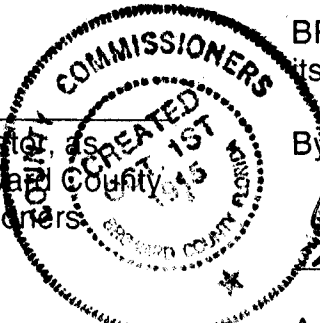
7. Filing. Copies of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and the County Records Division in and for Broward County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 25th day of September, 2007, and PALM BEACH, signing by and through its BOARD OF COUNTY COMMISSIONERS, signing through its County Administrator, duly authorized to execute same by Board action on the _____ day of _____, 20__.

BROWARD

ATTEST:

[Signature]
Ass. Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



BROWARD COUNTY, by and through
its Board of County Commissioners

By *[Signature]*
Mayor

25 day of Sept., 2007

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 *[Signature]* 9-25-07
Larry E. Lymas-Johnson (Date)
Deputy County Attorney

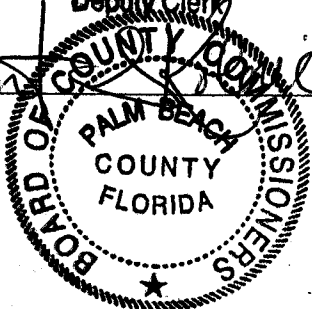
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PALM BEACH COUNTY RELATING TO PUBLIC DEBT FOR PROPERTY TRANSFERRED DUE TO BOUNDARY CHANGE

PALM BEACH

ATTEST:

PALM BEACH COUNTY, FLORIDA

Sharon R. Bock, Clerk and Comptroller

Sharon R. Bock
Deputy Clerk

(Seal)

By *Robert Weissman*

Robert Weissman, County Administrator

APPROVED AS TO FORM AND
AND LEGAL SUFFICIENCY

Paul F. J.
County Attorney

APPROVED AS TO TERMS & CONDITIONS

Richard Roberts
Department Representative