

5B

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 12/02/08 Consent Regular
 Workshop Public Hearing

Department: Planning, Zoning & Building Department

Submitted By: Planning Division

Submitted For: Planning Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to adopt: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE VILLAGE OF PALM SPRINGS TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES AND SERVICES AND PROTECTION OF NATURAL RESOURCES IN ADVANCE OF ANNEXATION; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary: Pursuant to the Palm Beach County Board of County Commissioners' direction to resolve annexation issues in a proactive and cooperative manner, staff from the County and the Village of Palm Springs jointly prepared a Palm Springs Annexation (PSA) Study in 2005. Subsequently, this Study was used as a framework for developing an Interlocal Service Boundary Agreement (ISBA) and Joint Planning Agreement (JPA) between the County and the Village. On July 10, 2007, Palm Beach County and the Village of Palm Springs entered into resolutions to commence negotiations for an ISBA/JPA. By Ordinance No. 2008-23 (Attachment 3), the Village has accepted the terms of the proposed ISBA/JPA for the annexation of a Municipal Service Area, generally located on the north and south sides of Forest Hill Boulevard, east of Military Trail and west of Kirk Road (Exhibit A of Attachment 2). Based on recommendations from the PSA Study, this area was identified as a very high priority sub-area. The proposed ISBA/JPA meets the requirements of Chapter 171, Part II, F.S., and is consistent with the Intergovernmental Coordination Element Policy 1.4-d of the County's Comprehensive plan. District 2 (RB)

Background and Policy Issues: Section 163.3171(3), F.S., authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities. Additionally, the Municipal Annexation or Contraction Act, Chapter 171, Part I, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation. The ISBA provides the ability to assess changes in future land use, to resolve service delivery issues and to coordinate annexation efforts. Furthermore, the Future Land Use Element of the 1989 Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements with municipalities that have established future land use designations for adjacent unincorporated areas and will establish Joint Planning Areas between the County and the respective municipalities.

Attachments:

1. Palm Beach County Ordinance and Exhibit A (Interlocal Service Boundary Agreement/Joint Planning Agreement)
2. Village of Palm Springs Ordinance No. 2008-23

Recommended by: 
Executive Director

10/20/08
Date

Approved By: 
Deputy County Administrator

10/28/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>	20 <u>13</u>
Capital Expenditures	---	---	---	---	---
Operating Costs	---	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
NET FISCAL IMPACT	<u>* See below</u>	<u>---</u>	<u>---</u>	<u>---</u>	<u>---</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.: Fund ___ Agency ___ Org. ___ Object ___
 Reporting Category

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: *Brenda J. Conner*

III. REVIEW COMMENTS

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

* Any fiscal impact would be minimal and is indeterminable at this time.

atwillhite 10.24.08 *J. J. Javel 10/24/08*
 OFMB *10/24/08* Contract Dev. and Control *10/24/08*
10/24/08 *10/24/08*

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

At the time of our review, the documents were not executed.

C. Other Department Review:

[Signature]
 Department Director

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3 AN ORDINANCE OF THE BOARD OF COUNTY
4 COMMISSIONERS OF PALM BEACH COUNTY FLORIDA,
5 ADOPTING AN INTERLOCAL SERVICE BOUNDARY
6 AGREEMENT WITH THE VILLAGE OF PALM SPRINGS
7 TO COORDINATE FUTURE LAND USE, PUBLIC
8 FACILITIES AND SERVICES AND PROTECTION OF
9 NATURAL RESOURCES IN ADVANCE OF ANNEXATION;
10 AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY
11 COMMISSIONERS TO SIGN THE INTERLOCAL
12 AGREEMENT; PROVIDING FOR SEVERABILITY;
13 PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN
14 EFFECTIVE DATE.
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16 **WHEREAS**, the County possesses Home Rule powers as a Charter County pursuant to
17 Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and

18 **WHEREAS**, the Intergovernmental Coordination Element Policy of the 1989
19 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary
20 changes that maintain cost-effective service delivery, assist in the elimination of enclaves,
21 pockets, and finger-like areas and ensure consistency between municipal and county land use; and

22 **WHEREAS**, the Board of County Commissioners accepted the Village of Palm Springs
23 Annexation Study and directed staff to implement the Study by developing a Joint Planning
24 Agreement with the Village; and

25 **WHEREAS**, Chapter 171, Part II, F.S., as amended, establishes the Interlocal Service
26 Boundary Agreement process as a flexible, joint planning option for counties and municipalities
27 to cooperatively adjust municipal boundaries while planning for service delivery and land use
28 changes; and

29 **WHEREAS**, Palm Beach County and the Village of Palm Springs complied with the
30 procedural requirements contained in Chapter 171, Part II, F.S., and have negotiated an interlocal
31 service boundary agreement and an annexation interlocal agreement; and

32 **WHEREAS**, the Board of County Commissioners deems it in the best interest of Palm
33 Beach County to enter into an Interlocal Service Boundary Agreement with the Village of Palm
34 Springs for the area described in Exhibit "A" attached hereto and incorporated herein; and

35 **WHEREAS**, Section 171.203 (14), F.S., requires that both the county and municipality
36 adopt the interlocal service boundary agreement by ordinance.

37 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
38 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, that:

39 **Section 1. Adoption of Interlocal Service Boundary Agreement**

40 The Board of County Commissioners hereby adopts the Interlocal Service Boundary
41 Agreement with the Village of Palm Springs which is attached hereto as Exhibit A, in accordance
42 with Chapter 171.203, F.S., to provide a process for a streamlined annexation and land use

43 amendment process, and schedule for properties within the area identified in Exhibit A and to
44 designate the service provider(s). The Chair of the Board of County Commissioners is hereby
45 authorized to sign the interlocal agreement on behalf of the County.

46 **Section 2. Severability**

47 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
48 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
49 holding shall not affect the remainder of this Ordinance.

50 **Section 3. Captions**

51 The captions, section headings, and section designations used in this Ordinance are for
52 convenience only and shall have no effect on the interpretation of the provisions of this
53 Ordinance.

54 **Section 4. Effective Date**

55 The provisions of this Ordinance shall become effective upon filing with the Department
56 of State.

57 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
58 County, Florida, on this the ____ day of _____, 2008.

59

60 SHARON R. BOCK
61 CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

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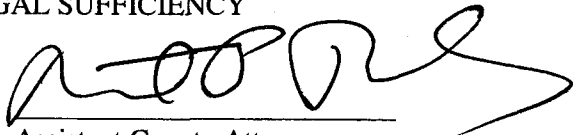
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APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

By: _____
Deputy Clerk

By: _____
Chair

EFFECTIVE DATE: Filed with the Department of State on the ____ day of
_____, 2008.

EXHIBIT A

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
AND JOINT PLANNING AGREEMENT
ENTERED INTO BY THE VILLAGE OF PALM SPRINGS
AND THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA,
ESTABLISHING THE MUNICIPAL SERVICE AREA**

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT ("Agreement") is made on this ____ day of _____, 2008 between the VILLAGE OF PALM SPRINGS, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "Village," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", each entity constituting a "public agency" as defined in Part 1, Chapter 163, F.S.

WHEREAS, the Village possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, F.S.; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and

WHEREAS, Section 163.01, F.S., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, Chapter 171, Part II, F.S., as amended, establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the Village and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands and to agree on certain procedures for the timely review and processing of annexations within those areas; to provide alternate annexation methodologies; and

WHEREAS, the agreement of the Village to undertake annexation efforts in a manner that is coordinated with the County is a material inducement to the County to enter into this Agreement; and

WHEREAS, pursuant to Section 171.094(1) F.S. an Interlocal Service Boundary Agreement is binding on the Parties to the agreement, and a Party may not take any action that violates the Agreement; and

WHEREAS, Section 163.3171(3) F.S. authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter 163, Part II, the Local Government Comprehensive Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, the Future Land Use Element of the 1989 Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements with municipalities that have established future land use designations for adjacent unincorporated areas and will establish Joint Planning Areas between the County and the respective municipalities; and

WHEREAS, the Intergovernmental Coordination Element of the 1989 Comprehensive Plan states that Palm Beach County shall adopt policies and implement strategies which support municipal efforts to secure boundary changes that maintain cost-effective service delivery, assisting the elimination of enclaves, pockets and finger-like areas, and ensure consistency between municipal and County land use; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary changes; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires the County to work with municipalities to determine areas to be considered for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Purpose

The purpose of the Agreement is to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community to the area identified in the unincorporated area, depicted in Exhibit A, attached hereto and made a part hereof. This agreement establishes the means and process by which future annexations and planning activities will be accomplished. The Village and the County (the "Parties") hereby establish a Joint Planning Agreement (JPA). All areas specifically delineated, mapped and referenced in the legend on Exhibit A are within the JPA.

Section 2. Definitions and Terminology

The following definitions apply to this agreement:

(1) "Interlocal service boundary agreement" means an agreement adopted under this part, between a county and one or more municipalities, which may include one or more independent special districts as Parties to the agreement defined as set forth in Section 171.202, F.S.

(2) "Municipal service area" means the area identified by the boundaries in Exhibit A.

(3) The term "enclave" shall be defined as set forth in Section 171.031(13)(a) & (b), F.S.

(4) "Agreement" means this Interlocal Service Boundary Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof which is also a joint planning agreement enacted pursuant to Section 163.3171(3) F.S.

(5) All references to the Florida Statutes in this Agreement are to the 2007 Florida Statutes which is referred to as F.S.

Section 3. Annexation Process

A. The Village may annex lands designated within the municipal service area depicted on Exhibit A hereto during the term of this Agreement. This area consists of land likely to be developed or redeveloped for urban purposes under the term of this Agreement and which are therefore appropriate for annexation by the Village.

B. The Village and County agree that the Village shall provide a copy of the annexation petition bearing the signatures of owners of property in the area proposed to be annexed where said signatures should exceed 50% of all property owners within the proposed area to the County Administrator and the County Planning Director within ten calendar days of receipt of a voluntary annexation petition within the municipal service area and include a cover letter confirming consistency of the Village's planned service delivery with the terms of this Agreement.

C. Failure to comply with the notice provisions of this section may be the basis for a cause of action invalidating the Interlocal Service Boundary Agreement.

D. The Village and County agree that the annexation requires receipt of a signed petition or individual applications from more than 50% of persons who own property within the proposed annexation area. Furthermore, the proposed annexation must be contiguous, as defined in Chapter 171, F.S.

E. The Village and County agree that the Village shall annex lands which are only contiguous to the boundaries of the annexing municipality and urban in character, as defined in s. 171.031(8), F.S.

F. The Village and County agree that the Village may create enclaves less than ten acres in size, as defined in Chapter 171, F.S., provided that the area sought to be annexed is contiguous to the boundaries of the Village and a concurrent enclave interlocal agreement is adopted, as defined in s. 171.046(2), F.S. This paragraph is not applicable to Zone 6.

G. The Village and County agree that the Village shall annex the entirety of Zone 6 depicted on Exhibit A as a whole and shall not annex any portion of Zone 6 in piecemeal fashion. Annexation of Zone 6 requires the consent requirements for annexation provided in s. 171.205(1), F.S. The Village agrees to continue to work towards the annexation of Zone 6. Furthermore, the Village shall not, through future annexations, substantially enclose the subdivision to the extent that the Village bounds the area on all sides, until the subdivision is annexed in its entirety.

H. The Village and County agree that within the municipal service area, the Village may annex lands in accordance with the requirements established in Chapter 171.0413, F.S., Chapter 171.205, F.S. or the Exclusive Method of Voluntary Annexation as set forth in the County's Charter.

Section 4. County Consent to Annexation by the Village

If the annexation ordinances of the Village are adopted under the conditions set forth in this Agreement, the County will not challenge, administratively, judicially, or otherwise, any

annexations by the Village that annex lands within the municipal service area, as depicted in Exhibit A, unless the annexed property is not contiguous, as defined in Chapter 171, F.S. to the Village boundary or is inconsistent with this Agreement. The Parties agree that annexations in Zones 1, 4 and 7 as set forth in Exhibit A may create enclaves less than ten acres in size, in which event, said enclaves will be annexed through a concurrent enclave interlocal agreement.

Section 5. Future Land Use for the Municipal Service Area

A. Process for incorporating Municipal Service Area into the Village Comprehensive Plan: Future land uses are identified herein and agreed to by the Village and County for each of the areas within the Municipal Service Areas set forth in Exhibit A. These future land uses will be examined during the Village's comprehensive plan amendments. If one or more of the future land uses identified in Section 5.C. of this Agreement are not adopted by the Village, then the future land uses presently depicted upon the County's Future Land Use Atlas shall remain in effect, unless another land use category acceptable to both Parties is agreed upon and unless the Village requests by resolution and the Board of County Commissioners approves by resolution a mutually acceptable alternative land use designation.

B. Future Land Use designation definitions: The following densities shall apply to the land uses indicated on Exhibit B and in Paragraph C, below:

(1) Low Density Residential shall mean up to 5.8 dwelling units per acre.

(2) Medium Density Residential shall mean between 5.81 dwelling units per acre up to 10 dwelling units per gross acre.

(3) Other Public Facilities shall mean activities within land areas concerned with other public or private facilities, such as churches and schools.

(4) Commercial shall mean activities which are predominantly related to the sale, rental, and distribution of products and the provision or performance of business, professional and personal services.

(5) Mixed-Use District shall be consistent with the County's Urban Redevelopment Area as developed by the Village.

C. Agreements on zones: The matrix set forth as Exhibit B and the following provisions are applicable to the future land uses of the areas within the municipal service area upon annexation by the Village. The land uses to be evaluated are as follows:

(1) Low Density Residential and Commercial on the frontage of Military Trail or Mixed Use District: Zone 1 Barbridge Road

(2) Commercial or Medium Density Residential or Mixed-Use District: Zone 2 Syms Plaza, Zone 3 Military, Zone 4 Erie Terrace, Zone 5 Rolling Hill/Cusick

(3) Medium Density Residential: Zone 6 Forest Lakes

(4) Commercial or Other Public Facilities: Zone 7 Kirk Road

Section 6. Infrastructure and Service Delivery Provisions

Within the Municipal Service Area as designated on Exhibit A hereto, the Village and County agree to ensure the efficient provision of infrastructure and service delivery as set forth below:

A. Water and Sewer Utilities: The matrix set forth as Exhibit B and the following provisions are applicable to water and sewer provider, and infrastructure availability of the areas within the municipal service area when annexed by the Village:

(1) The Village's water and sewer utilities department will serve Zone 1 Barbridge Road and Zone 2 Syms Plaza. Upon annexation of the area, the Village plans to add sewer to Zone 1 Barbridge Road.

(2) County's Water Utilities Department will serve the following zones: Zone 3 Military Commercial, Zone 4 Erie Terrace, Zone 5 Rolling Hill/Cusick, Zone 6 Forest Lakes, and Zone 7 Kirk Road.

B. Rights-of-Way: The County hereby consents to the annexation of the right-of-way segments into the corporate boundaries of the Village, identified as Erie Terrace, Forest Lakes Circle and Barbridge Road. Subsequent to approval of this Agreement by both the Village and the County, and the annexation of the surrounding properties, the Village will adopt an ordinance to annex the right-of-way segments identified. Approval of this interlocal agreement by both Parties constitutes mutual agreement by the Village and County pursuant to Section 335.0415, Florida Statutes, to the transfer of ownership and the responsibility for operation and maintenance of the right-of-way segments identified from the County to the Village. Such transfer shall occur upon the effective date of the Village's Voluntary Annexation ordinance annexing the affected rights-of-way. The County requests that the Village protect the rights-of-way for Forest Hill Boulevard and Military Trail, including the expanded intersection at Forest Hill Boulevard and Military Trail and the expanded intersection at Forest Hill Boulevard and Kirk Road as required in the County's Comprehensive Plan, when such action does not result in a taking of private property. The Village will assume the operational & maintenance costs of the street lighting on Forest Hill Boulevard, from Kirk Road on the east to Military Trail on the west.

C. Fire and Emergency Medical Services: The County and Village agree to provide emergency services, including fire rescue and emergency medical services, as set forth in the automatic aid agreement. County Resolution 2007-0904 stipulates the agreed upon provisions on the emergency services agreement for mutual assistance, automatic aid, and dispatch services between the County and the Village. This agreement was reached as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

D. Public Safety: The Village Police Department shall provide public safety services to all zones upon annexation of the entire zone. Zone 6 shall be annexed in its entirety and shall not be annexed in piecemeal manner, as this would impact delivery of public safety services.

Section 7. Intergovernmental Coordination

A. Coordination of Urban Redevelopment Area Impacts: The Village and County agree that the impacts of certain development, herein referred to as Urban Redevelopment Area Impacts, within or in close proximity to the municipal boundaries of the Village, whether within the Village limits or in the unincorporated area of the County, require close coordination

between the Parties in order to assure the orderly and efficient provision of public facilities, services and compatibility of land uses.

B. Coordination of Traffic Concurrency Exception Area (TCEA) Impacts within the Urban Redevelopment Area (URA): The Village and County agree that the impacts of certain development, herein referred to as the TCEA, within the Village limits require close coordination between the Parties in order to assure the orderly and efficient provision of public facilities, services and compatibility of land uses. Parcels in the Village that are located within the URA and the TCEA boundaries (as depicted in Comprehensive Plan Map Series LU 9.1, TE 15.1 and 15.5) and within the municipal service area (as depicted in Exhibit A hereto) may utilize this TCEA provided the Village adopts regulations as required by Comprehensive Plan Transportation Element Policy 1.2-v. Should any parcel located within the URA and TCEA boundaries and within the municipal service area elect not to use the TCEA, or if the Village does not adopt such regulations, these parcels will be subject to Traffic Performance Standards set forth in Palm Beach County Unified Land Development Code, Article 12, as may be amended from time to time.

Section 8. Incorporation into Comprehensive Plans

No later than 6 months upon approval of this Agreement, the Parties will incorporate into the Intergovernmental Coordination Element, and as necessary other Elements of their respective Comprehensive Plans the provisions of this Agreement as is necessary to effectuate the intent of the Agreement and the obligations assumed by each of the Parties.

Section 9. Other Rights and Agreements

A. The Parties agree that the requirements of Chapter 164, F.S. shall be complied with prior to litigation to enforce this Agreement.

B. Other Contemporaneous Agreements: The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the Village and County in effect as of the effective date of this Agreement.

Section 10. Notice to Parties

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the County Administrator and the County Planning Director or as either Party may otherwise designate in writing. Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

Section 11. Discharge

This Agreement is solely for the benefit of the Village and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

Section 12. Validity of Agreement

The Village and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right or defense based on a claim of illegality, invalidity, or unenforceability of any nature. The Village hereby represents, warrants and covenants to and with the County that this Agreement has been validly approved by the Palm Springs Village Council at a public hearing of the Palm Springs Village Council held pursuant to the provisions of Section 163.3171(3), F.S., and Chapter 171, Part II, F.S. and Section 166.041, F.S., that it has been fully executed and delivered by the Village, that it constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The County hereby represents, warrants and covenants to and with the Village that this Agreement has been validly approved by the Palm Beach County Board of County Commissioners at a public hearing of the Board held pursuant to the provisions of Section 163.3171(3), F.S., Section 125.66, F.S. that it has been duly executed and delivered by the County, that it constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairments by the applicability of any public policy or police powers.

Section 13. Enforcement

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. If this Agreement or any portion hereof is challenged by any person or entity not a Party hereto in any judicial, administrative, or appellate proceeding, representatives of the Parties hereto agree to promptly meet and discuss said challenge. If only one Party is a defendant in the challenge, the other Party agrees to cooperate with the defending Party in the defense of the challenge and make itself available for consultations, depositions and evidentiary hearings.

Section 14. Term and Review

A. Original Term: This Agreement shall take effect upon its filing with the Clerk of the Circuit Court of Palm Beach County, and, unless amended or extended in accordance with its terms, shall expire five years after the adoption of the Agreement.

B. Renewal: This Agreement shall be automatically extended past the original term for one additional five-year term unless either the Village or the County, as the case may be, delivers a notice of non-renewal to the other Party at least 180 days prior to the expiration of the original term of this Agreement. If it is extended for an additional five-year term, this Agreement shall be automatically extended for a further additional five-year term unless either the Village or the County, as the case may be, delivers a notice of non-renewal to the other Party at least 180 days prior to the expiration of the five-year extension. A Party delivering such a notice of non-renewal as aforesaid may, in such Party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the original term or any extended term of this Agreement.

C. Review: During the comprehensive plan Evaluation and Appraisal Report review process required by Chapter 163, F.S., each Party will review the terms of this Agreement and consider amendments, as necessary.

D. At least eighteen months before the expiration of the full term the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement if any of the areas identified in Exhibit A remain unincorporated.

E. Amendment: Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the boards of both Parties or shall be considered not adopted.

F. Subsequent Legislative Enactments: The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature.

Section 15. Miscellaneous

A. Entire Agreement: Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

B. Governing Law and Venue: The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida.

C. Compliance with Chapter 171, Part II, F.S.: The Parties agree that this Agreement also meets the requirements of Chapter 171, Part II, F.S. The Parties agree that pursuant to Section 171.204, F.S., the restrictions on the character of land that may be annexed pursuant to Chapter 171, Part I, F.S., shall not be restrictions on land that may be annexed in accordance with this Agreement provided that such land is contiguous, urban in character and otherwise meets the terms and conditions of this Agreement.

Section 16. Effective Date

This agreement shall take effect upon execution by both Parties and upon the adoption of duly adopted ordinances by both Parties adopting this agreement.

Section 17. Filing

Upon execution by both Parties, a certified copy of this agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 18. Notification

The Village hereby acknowledges that it has provided written notice to all owners of real property located in the areas identified in Exhibit A whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Service Boundary Agreement and stated the date, time, and place of the meeting in the Village where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time, and place when the Palm Beach County Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 19. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 20. Severability

In the event a court of competent jurisdiction hereof holds any section, paragraph, sentence, clause, or provision to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 21. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the Parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the VILLAGE OF PALM SPRINGS, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Palm Springs Village Council, and PALM BEACH COUNTY, FLORIDA has caused this Agreement to be executed by its Chair and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Virginia Walton, Village Clerk

By: _____
John M. Davis, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Glen Torcivia, Village Attorney

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

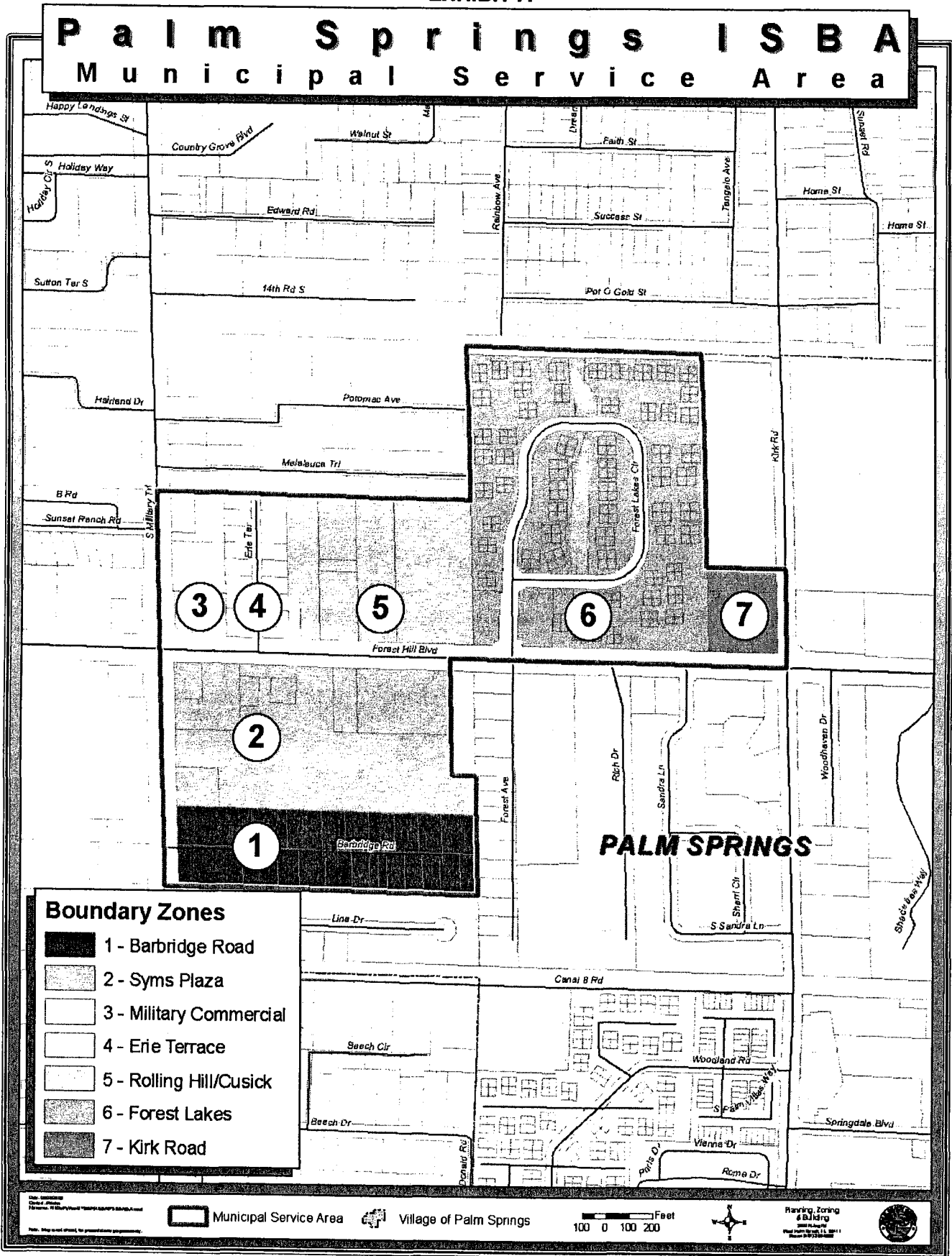
By: _____
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY








By: _____
Assistant County Attorney

EXHIBIT A

Palm Springs ISBA Municipal Service Area



Boundary Zones

-  1 - Barbridge Road
-  2 - Syms Plaza
-  3 - Military Commercial
-  4 - Erie Terrace
-  5 - Rolling Hill/Cusick
-  6 - Forest Lakes
-  7 - Kirk Road

 Municipal Service Area
  Village of Palm Springs
  Feet 100 0 100 200
 



EXHIBIT B
Village of Palm Springs and Palm Beach County
Interlocal Service Boundary Agreement

Zone	Name	Acres*	Parcels	EXLU ¹	Existing County FLU ²	Proposed Village FLU ³	Water & Sewer Provider	Right-of-way Maintenance	Right-of-way Condition
1	Barbridge Road	9.95	22	SFR, MFR, Com, Vac	MR-5, CH/8	LDR, Com	Village Water	Barbridge Rd: County Courtesy Maintained	Unpaved; no sidewalks nor streetlights
2	Syms Plaza	16.74	8	Com	CH/8	Com or MDR or Mixed Use	Village Water/ Sewer	Forest Hill Blvd: State Maintained	Paved; has sidewalks/ lights
3	Military Commercial	3.04	4	Com	CH/8	Com or MDR or Mixed Use	PBC Water; Portion of Military Trail Lacks Sewer	S Military Trl; State Maintained	Paved; has sidewalks/ lights
4	Erie Terrace	3.33	15	SFR, MFR, Com, Vac	CH/8	Com or MDR or Mixed Use	PBC Water; Lacks Water and Sewer	Erie Terr: County Courtesy Maintained Road	Unpaved; no sidewalks nor streetlights
5	Rolling Hill/Cusick	10.73	5	SFR, Vac	C/8, CH/8	Com or MDR or Mixed Use	PBC Water; Lacks Sewer	Forest Hill Blvd: State Maintained	Paved; has sidewalks/ lights
6	Forest Lakes	24.51	230	MFR	HR-8	MDR	PBC Water; Lacks Sewer	Forest Lakes Cir: County Maintained Road	Paved; no sidewalks; has streetlights
7	Kirk Road	2.39	2	SFR, Com	C/8, INST	Com or OPF	PBC Water; Lacks Sewer	Kirk Road: County Maintained Road	Paved; has sidewalks; no streetlights

*Acres mean net total acres by parcel excluding right-of-ways.

¹ Existing Land Use (EXLU) Codes:

Com: Commercial
SFR: Single-Family Residential
MFR: Multi-Family Residential
Vac: Vacant

² County Future Land Use (FLU) Codes:

MR-5: Medium Residential 5
INST: Institutional
C/8: Commercial with underlying High Residential 8 dwelling units/acre
CH/8: Commercial High with underlying High Residential 8 dwelling units/acre

³ Village Future Land Use (FLU) Codes:

LDR: Low Density Residential
MDR: Medium Density Residential
Com: Commercial
OPF: Other Public Facilities

ORDINANCE NO. 2008-23

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES AND SERVICES, AND PROTECTION OF NATURAL RESOURCES IN ADVANCE OF ANNEXATION; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, F.S.; and

WHEREAS, Palm Beach County ("County") possesses Home Rule Powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and

WHEREAS, Section 163.01, F.S., know as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services and protection of natural resources in advance of annexation; and

WHEREAS, the Village and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, to agree on certain procedures for the timely review and processing of annexations within those areas and to provide alternate annexation methodologies.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance.

Section 2. The Village Council of the Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Service Boundary Agreement and Joint Planning Agreement with Palm Beach County, which is attached hereto as **Exhibit "A"**, and which is incorporated herein by reference; and further

Ordinance No. 2008-23

authorizes the Mayor and Village Clerk to execute and deliver said Agreement to _____, along with a certified copy of this Ordinance.

Section 3. Codification. This ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

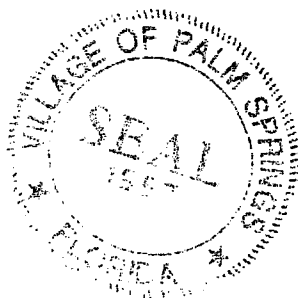
Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption of duly adopted ordinances by the Village and the County adopting the attached Agreement.

Council Member Smith, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member Brinkman, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
JOHN M. DAVIS, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHET OSBORNE, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEV SMITH, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor, thereupon declared the Ordinance duly passed and adopted this 13th day of NOVEMBER 2008.



VILLAGE OF PALM SPRINGS, FLORIDA

BY: John M. Davis
JOHN M. "MIKE" DAVIS, MAYOR

Ordinance No. 2008- 23

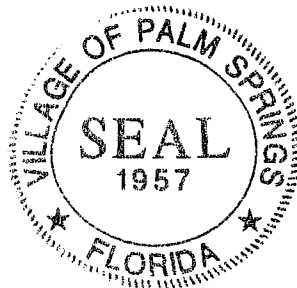
First Reading 10.23.2008
Second Reading 11.13.2008

ATTEST:

BY: Virginia M. Walton
VIRGINIA M. WALTON, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: GJ Torcivia FAR
GLEN J. TORCIVIA, VILLAGE ATTORNEY



STATE OF FLORIDA
COUNTY OF PALM BEACH
VILLAGE OF PALM SPRINGS

I hereby certify that this is a true and correct copy of the original document on file in my office.

Virginia M. Walton
Virginia M. Walton, CMC, Village Clerk