PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	August 14, 2012	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Developme	nt & Operations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the First Amendment to the Interlocal Agreement with the Palm Beach County School Board (School Board) and the City of Boynton Beach (City) for the Development and Use of Galaxy Elementary Replacement School.

Summary: The Board approved an Interlocal Agreement with the School Board and the City for the Development and Use of Galaxy Elementary Replacement School on February 23, 2010 (R2010-0289). Galaxy Elementary School is located east of I-95 and north of Boynton Beach Boulevard within the City's municipal boundaries. Pursuant to the Interlocal Agreement, the School Board and the City will exchange certain properties in order to build a replacement school and recreational facilities in the same location. The County's obligations under the Interlocal Agreement were limited to conveyance of a reversionary interest it held in the City's park property on Galaxy Way in exchange for receipt of a reversionary interest in the land the City would receive as part of the exchange. The First Amendment to the Interlocal Agreement adds new sections to the agreement pertaining to the City's installation and maintenance of a water line, and the City's and School Board's maintenance and repair of the surface water management system. No new obligations are imposed on the County and its rights are not affected by this First Amendment. (PREM) District 7 (HJF)

Background and Justification: In May of 1977, the Board approved the conveyance to the City of 3.65 acres of land on Galaxy Way for the City's development of a community park (R77-458). The Deed contained a reverter restricting use of the property to public purposes. The City used the property for a City park and recreational facilities for the adjacent Galaxy Elementary School. The School Board intends to replace the school on the open areas of the existing school site and park. The City conveyed the 3.65 acre park property to the School Board and in exchange will receive 4 acres from the School Board for use as a replacement park. Pursuant to its obligations under the Interlocal Agreement, the County released its reversionary interest in the 3.65 acre parcel on Galaxy Way (R2010-0290). In exchange, the School Board will include a reverter right in favor of the County when the School Board conveys the 4 acre parcel to the City. The School Board deed to the City is currently being held in escrow and will be recorded upon completion of the improvements to the replacement park. In the event the replacement park is not completed by March 1, 2013, the escrow agent shall automatically record the Special Warranty Deed from the School Board containing the reverter right in favor of Palm Beach County. The 4 acre replacement park parcel is located adjacent to the school site on the north side of the property.

Attachments:

- 1. Location Map
- 2. First Amendment to Interlocal Agreement

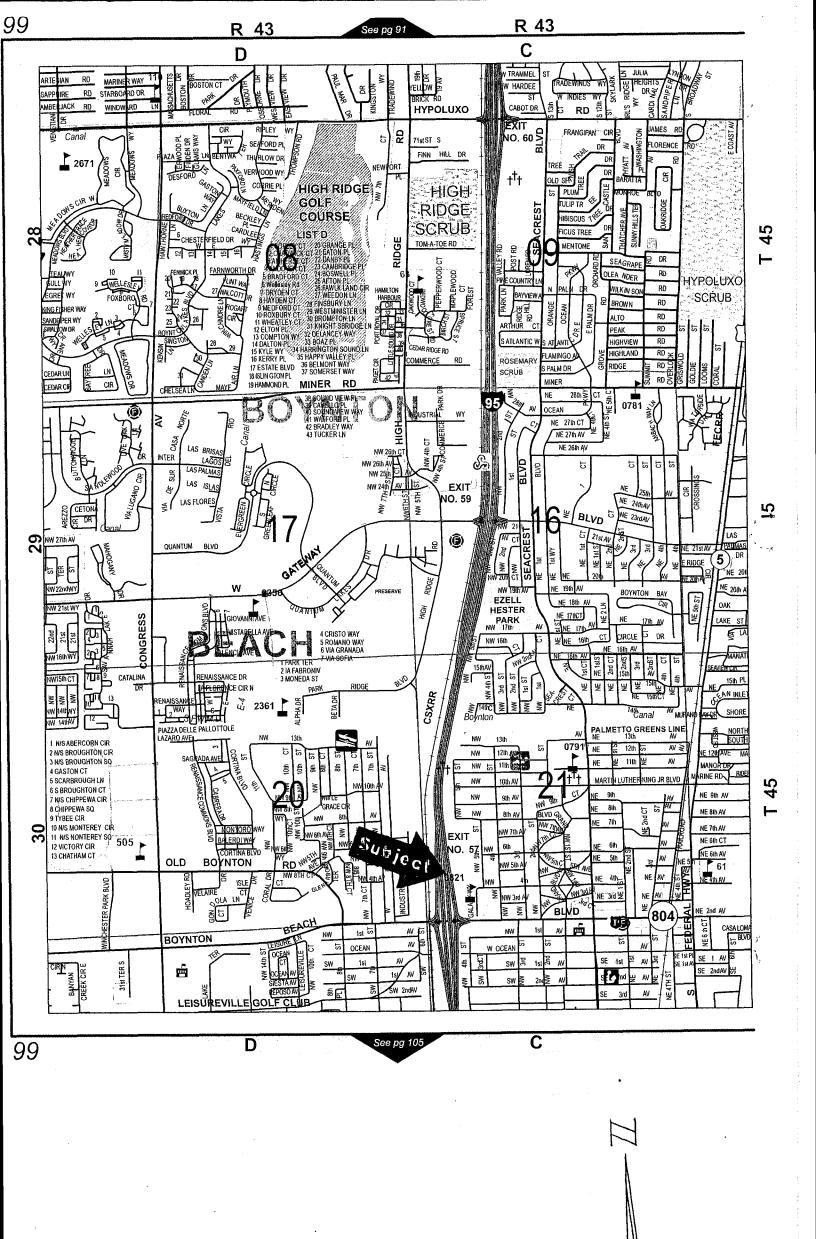
Recommended By:	1C.C.1]		
i	Department Director	Date	
Approved By:	MXU	1/11/12	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fis	scal Impact:				
Fiscal	Years	2012	2013	2014	2015	2016
Opera Exter Progr	al Expenditures ating Costs nal Revenues ram Income (County) nd Match (County					
NET]	FISCAL IMPACT	*				
	DITIONAL FTE TIONS (Cumulative)					
Is Ite	m Included in Current Bud	lget: Yes		No		
Budge		Dept rogram		Jnit	Object	
В.	Recommended Sources of	Funds/Summ	ary of Fisca	l Impact:		
	* No fiscal impact.					
C.	Departmental Fiscal Revie	ew:				
		III. <u>REVIE</u>	W COMME	ENTS		
A.	OFMB Fiscal and/or Cont	1/24/2012	Das	ents:	Control	6/12
В.	Legal Sufficiency: Assistant County Attorney	1/27/12				
C.	Other Department Review	y:				
	Department Director					

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

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LOCATION MAP

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, THE CITY OF BOYNTON BEACH AND PALM BEACH COUNTY FOR THE DEVELOPMENT AND USE OF GALAXY ELEMENTARY REPLACEMENT SCHOOL

THIS	FIRST	AMENDMENT	TO	INTERLOCAL	AGREEMENT	("First
Amendment")	, is ente	red into this		day of	, 2012	by and
between the	School Bo	ard of Palm Bead	ch Co	unty, Florida (here	einafter referred t	o as the
"School Boar	d"), the C	ity of Boynton Be	ach (l	hereinafter referre	ed to as "City") a	nd Palm
Beach County	y (hereina	ifter referred to as	: "Cou	nty").		

WITNESSETH:

WHEREAS, the School Board, the City and the County entered into that certain Interlocal Agreement for the Development and Use of The Galaxy Elementary Replacement School ("Original Agreement") with an effective date of March 2, 2010; and

WHEREAS, the School Board, City and County desire to amend the Original Agreement to address the construction of a reclaimed water line serving the Replacement School and the maintenance and repair of the surface water management system serving the Replacement School and Replacement Park.

NOW THEREFORE for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the School Board, City and County hereby amend the Agreement as follows:

- 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All defined terms in this First Amendment shall have the same definitions as defined in the Original Agreement.
- 2. A new Section 21 is added to the Original Agreement which reads as follows:

SECTION 21: Installation of Reclaimed Water Line

(a) The City agrees to assume all responsibility for the design, permitting, contract preparation, bidding, construction, installation, contract administration of the reclaimed water line beginning at the intersection of NW 4th Avenue and North Seacrest Boulevard, continuing west along NW 4th Avenue, and terminating at the Replacement

School (the "Reclaimed Water Line"). The City shall use its best efforts to complete the construction of the Reclaimed Water Line by not later than August 1, 2012.

- (b) The School Board agrees to reimburse the City for 50% of the actual cost of designing, permitting and constructing the Reclaimed Water Line, however in no event to exceed \$100,000. The City shall provide the School Board an invoice detailing the costs incurred for work done along with such reasonable back-up as requested by the School Board. The School Board shall make payment to the City within thirty (30) days following receipt of the all requested documents supporting the reimbursement request.
- (c) The City, at its sole expense, shall perpetually maintain and repair the Reclaimed Water Line up to the Replacement School's connection point.
- 3. A new Section 22 is added to the Original Agreement which reads as follows:

SECTION 22: Maintenance and Repair to Surface Water Management System

- (a) The School Board and the City shall each be responsible for repairing and maintaining the surface water management system (the "Surface Water Management System") required under South Florida Water Management District Permit #50-09794-P (the "Permit") lying within their respective properties.
- (b) To the extent that one party performs repairs or maintenance on both properties, the costs incurred shall be pro-rated between the School Board and the City Division on the basis of the respective land area contributing to the Surface Water Management System. The City's Replacement Park Property contains approximately 4.34 acres (i.e., 22%). The School Board's Replacement School Property contains approximately 15.56 acres (i.e., 78%).
- (c) In the event that either party fails to properly perform the repairs and maintenance work required to comply with the Permit after thirty (30) days notice, then the other party shall be authorized to enter onto the property of the non-performing party and undertake the repairs or maintenance and charge the non-performing party for the labor and material costs incurred.
- (d) In the event that the performing party incurs costs on behalf of the non-performing party, the performing party shall provide an invoice detailing the costs incurred for the work done along with such reasonable back-up as requested by the non-performing party. The non-performing party shall reimburse the performing party within (30) days following receipt of the all requested documents supporting the reimbursement request.

4. The Original Agreement, as he in full force and effect.	rein modified and amended, shall continue
IN WITNESS WHEREOF, the parties have seals as of the date and year first above writt	hereunto set their hands and affixed their ten.
	CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation BY:
REVIEWED AND APPROVED AS TO LEGAL PORM City Attorney's Office Date: 2/27/2012	Attest: BY: City Commission Approval Date: 2-21-12
	THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
REVIEWED AND APPROVED AS TO LEGAL FORM School Board Attorney Blair Littledo Date:	BY Janua Barbieri, Jr., Esq. Charman By Superintencent

Board Approval Date: 4-18-12

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Shelley Vana, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: 12 Audrey Wolf, Director Facilities Development & Operations

COUNTY: