

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012

Consent | | Regular
 Workshop | | Public Hearing

Department:

Submitted By: Engineering and Public Works

Submitted By: Right-of-Way Acquisition Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement (Agreement) with the Village of Palm Springs (Village) to transfer the ownership and responsibility for operation and maintenance of several annexed right-of-way segments to the Village.

SUMMARY: Approval of this Agreement will transfer the ownership and responsibility for operation and maintenance of several annexed right-of-way segments to the Village. The Agreement will also clarify operation and maintenance responsibilities for certain right-of-way segments already maintained by the Village. The annexations for these right-of-way segments were completed and adopted by the Board of County Commissioners in 2001 and 2006.

District 3 (MRE)

Background and Policy Issues: The Village adopted Resolution No. 2012-55, on July 26, 2012, and petitioned Palm Beach County (County) to enter into an Agreement for the transfer of seven right-of-way segments identified in Exhibit A. The Agreement also clarifies operation and maintenance responsibilities for four right-of-way segments identified in Exhibit B. These rights-of-way are located within the Village's municipal boundaries. The attached Agreement is consistent with the Intergovernmental Coordination Element, Objective 1.4, of the County's Comprehensive Plan. Approval of this Agreement constitutes mutual agreement by the Village and County pursuant to Section 335.0415, F.S. Staff has reviewed the request for transfer and recommends approval.

Attachments:

1. Location Map
2. Interlocal Agreement with Exhibit "A" and Exhibit "B" and Location Maps (2)
3. Village of Palm Springs Resolution 2012-55

Recommended by: _____

[Signature]
Division Director

8/6/12 *[Signature]*
Date

Approved by: _____

[Signature]
County Engineer

8/9/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

** This item has a negligible fiscal impact. The County is currently responsible for maintenance of these right of way segments. The County will show a savings for no longer needing to maintain these parcels.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

OFMB
8/14/12
8/15/12

Barbara Wheeler
for Contract Dev. and Control
8-21-12

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

Assistant County Attorney

C. Other Department Review:

Department Director

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

F

Location Map

E

TWP 44

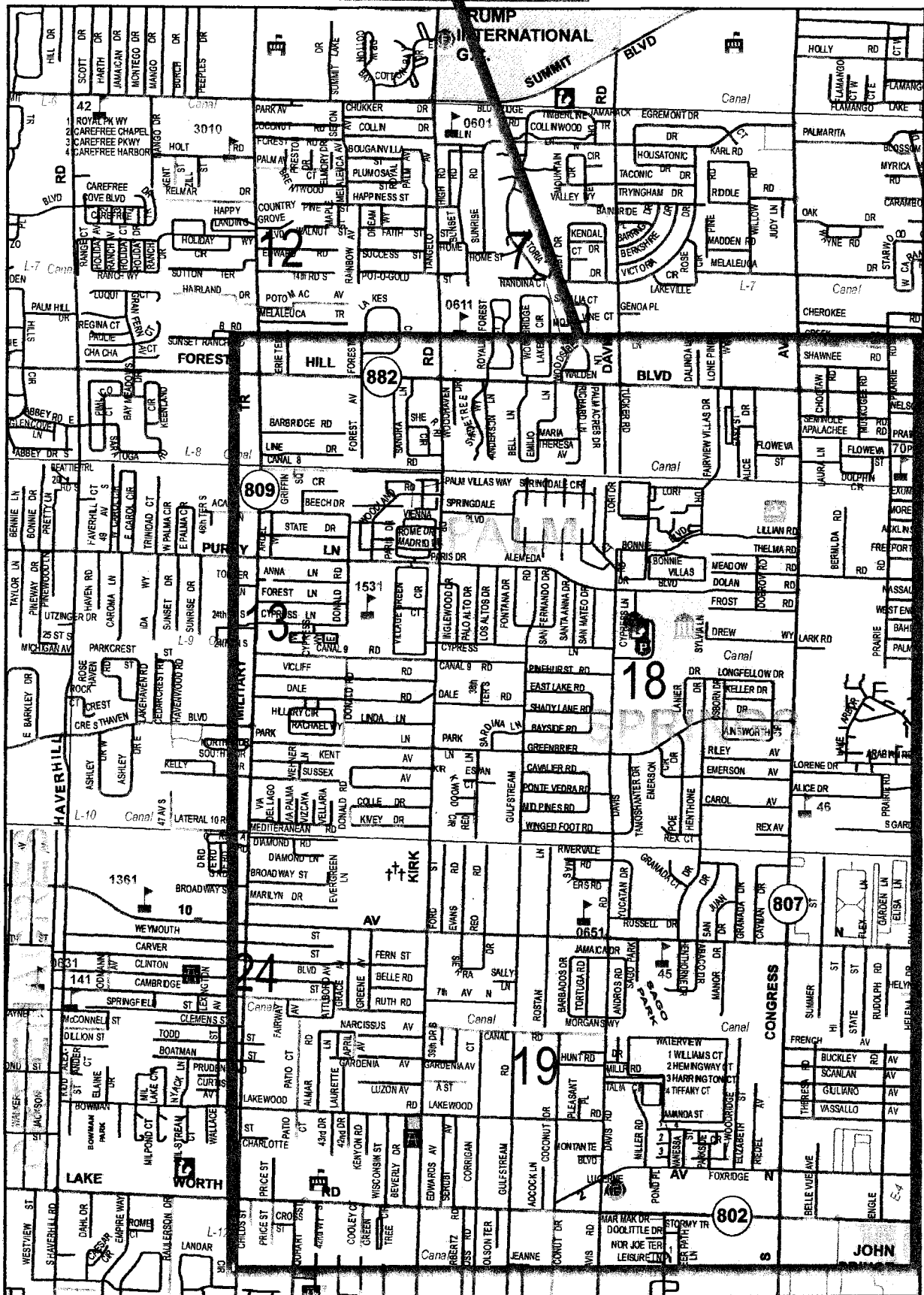
TWP 44

TWP 44

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2012 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, Florida Statutes (2011).

WHEREAS, Section 163.01, Florida Statutes (2011), known as the "Florida Interlocal Cooperation Act of 1969," as amended, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to thereby provide services and facilities which will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the "Florida Interlocal Cooperation Act of 1969" permits public agencies as defined herein 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 annexations for the right-of-way segments identified in Exhibit "A" and Exhibit "B" were previously completed and adopted by the Village of Palm Springs; and

WHEREAS, the County and the Village have determined that it is appropriate and will promote efficient provision of government services and promote public safety and welfare for the County to transfer the ownership and responsibility for operation and maintenance of certain right-of-way segments identified in Exhibit "A"; and

WHEREAS, the County and the Village have determined that certain right-of-way segments are presently being maintained by the Village and it is appropriate to clarify maintenance responsibilities for certain right-of-way segments identified in Exhibit "B"; and

WHEREAS, the right-of-way segments identified for transfer in Exhibit "A" and Exhibit "B" are within the Village's municipal limits; and

NOW, THEREFORE, in consideration of the mutual obligations and undertakings, the parties do hereby covenant and decree as follows:

Section 1. Purpose

The purpose of the Agreement is to transfer the ownership, and responsibility for the operation and maintenance of certain right-of-way segments identified in Exhibit "A" from the County to the Village and to clarify operation and maintenance responsibilities for certain right-of-way segments identified in Exhibit "B".

Section 2. Definitions

The following definitions apply to this Agreement:

1. "Act" means Part 1 of Chapter 163, Florida Statutes (2011).
2. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Transfer of Ownership and Maintenance Responsibility of Rights-of-Way

Approval of this Interlocal Agreement by both parties constitutes mutual agreement by the Village and County pursuant to Section 335.0415, Florida Statutes (2011), for the transfer of the ownership and responsibility for operation and maintenance of the right-of-way segments identified in Exhibit "A" from the County to the Village. Such transfer shall occur upon the effective date of this Agreement.

If any storm drain system travels from 10th Avenue North to the lateral and drains 10th Avenue North, Palm Beach County reserves the right to access for maintenance, the storm system for 10th Avenue North and any drainage system that links 10th Avenue North to the lateral.

Section 4. Effective Date

This Agreement shall take effect upon execution by the parties (the Village and the County).

Section 5. Filing

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

Section 6. Captions

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

Section 7. Severability

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

Section 8.

~~Section 9.~~ Entire Agreement and Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representation, or agreements, 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 shall constitute one and the same instrument.

VILLAGE OF PALM SPRINGS

ATTEST:

Virginia M. Walton
Virginia Walton, Village Clerk
(Seal)

Joni S. Brinkman for
Beverly Smith, Mayor

Approved as to Form and Legal Sufficiency

Glen Torcivia
Glen Torcivia, Village Attorney

ATTEST:

SHARON R. BOCK, Clerk &
Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
for Division Director

Exhibit "A"
Right-of-Way Segments Operated & Maintained by the County
For which Ownership, Operation & Maintenance will be transferred to the Village

	Right-of-way	Segment
1	7 th Avenue North	Right-of-way segment from Kirk Road east to Gulfstream Road
2	Coconut Road	Right-of-way segment from 2 nd Avenue N. North to Pavement (approx. 540')
3	Evans Drive	Right-of-way segment from 10 th Avenue North to the L-10 Canal
4	Ford Road	Right-of-way segment from 10 th Avenue North to the L-10 Canal
5	Laura Lane	Right-of-way segment from Apalachee Road South to Dolphin Circle
6	Reo Lane	Right-of-way segment from 10 th Avenue North to the L-10 Canal
7	Sierra Drive	Right-of-way segment in a Circle North to 10 th Avenue North

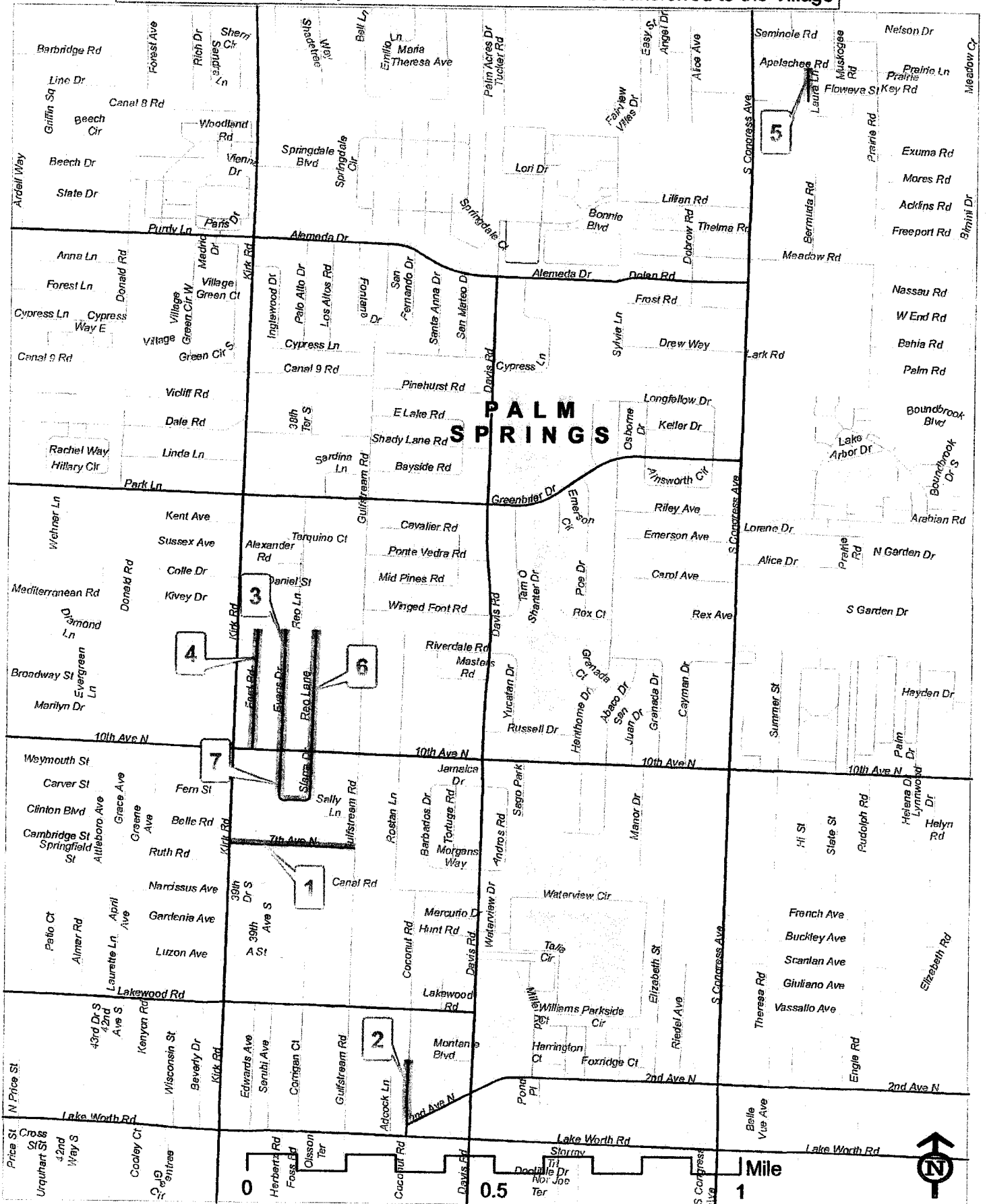
Exhibit "B"
Right-of-Way Segments Maintained by the Village
Included to Clarify Operation and Maintenance Responsibilities

	Right-of-way	Segment
1	Palm Acres Dr.	Right-of-way segment from Forest Hill Boulevard South to L-8 Canal
2	Gulfstream Rd.	Right-of-way segment from L-11 Canal North to L-10 Canal
3	Meadow Road	Right-of-way segment from West ROW line of Prairie Road West to Dead End (approximately .50 miles)
4	Roastan Lane	Right-of-way segment from L-11 Canal North to L-10 Canal

LOCATION MAP

Exhibit "A"

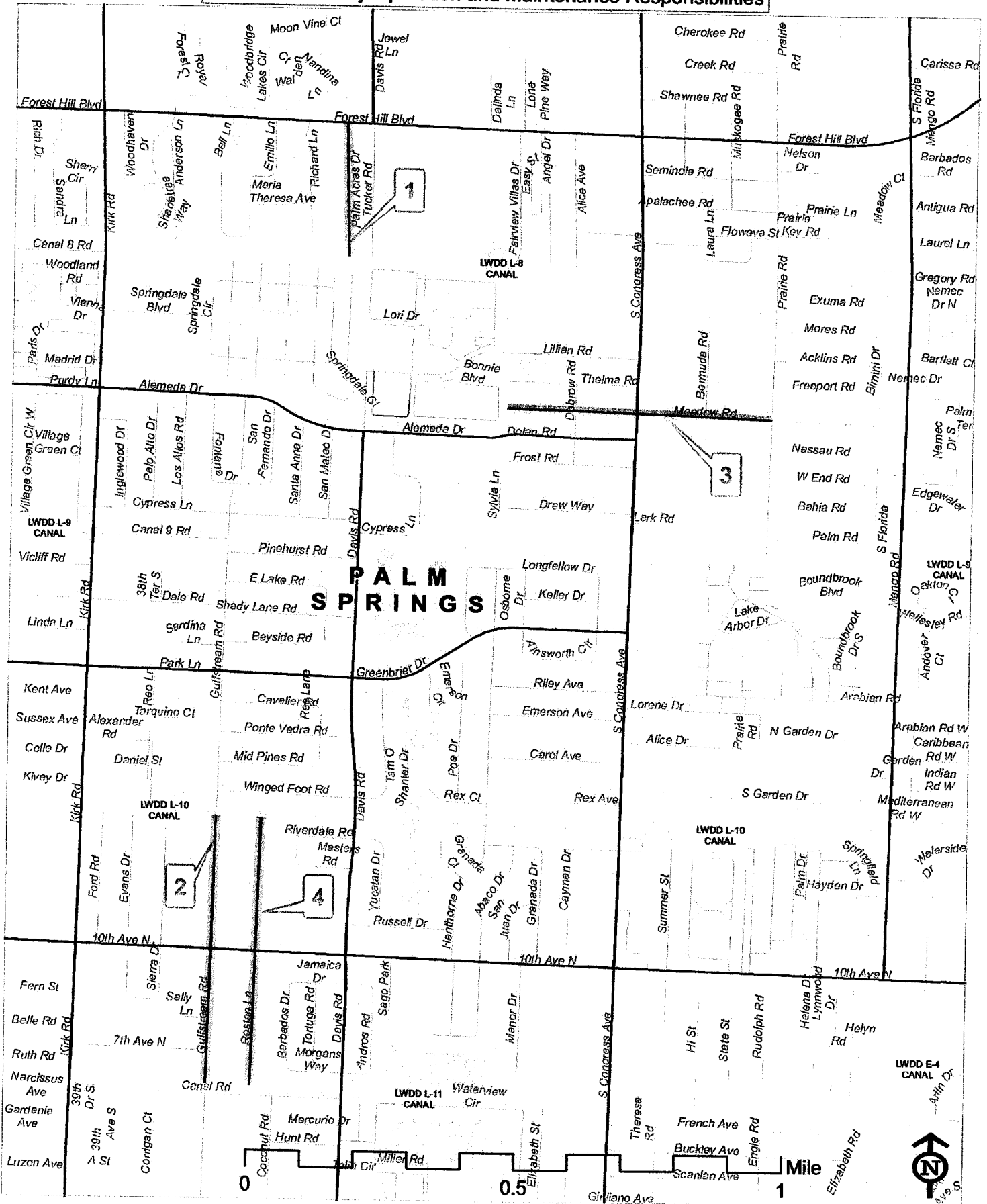
Right-of-Way Segments Operated & Maintained by the County
For which Ownership, Operation & Maintenance will be transferred to the Village



LOCATION MAP

Exhibit "B"

Right-of-Way Segments Maintained by the Village
Included to Clarify Operation and Maintenance Responsibilities



RESOLUTION NO. 2012-55

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, PURSUANT TO SECTION 163.01, AND SECTION 171.046 FLORIDA STATUTES, ET SEQ., FOR THE PURPOSE OF THE TRANSFER OF OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF CERTAIN RIGHTS-OF-WAY, THOSE RIGHTS-OF-WAY BEING MORE FULLY DESCRIBED IN EXHIBIT "A" AND EXHIBIT "B" TO THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs ("Village") deems it in the best interest of the Village to enter into that certain Interlocal Agreement with Palm Beach County for the annexation and transfer of maintenance responsibility of seven (7) road rights-of-way and clarification of operation and maintenance responsibilities for an additional four (4) road rights-of-way; and

WHEREAS, the Village wishes to annex the seven (7) road rights-of-way and to have clarification of operation and maintenance responsibilities for an additional four (4) road rights-of-way; which are more fully described in **Exhibit "A" and Exhibit "B"** to the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County, a copy of which is attached hereto and which is incorporated herein by reference, and which is authorized pursuant to Chapter 163.01 and Section 171.046 et seq., Florida Statutes; and further authorizes the Mayor and Village Clerk to execute and deliver said Interlocal Agreement to Palm Beach County, along with a certified copy of this Resolution.

Section 2. Upon their execution, the Village Clerk shall forthwith cause a

Resolution No. 2012-55

certified copy of this Resolution, together with a copy of the said Interlocal Agreement to be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 3. This Resolution shall take effect immediately upon its passage.

Council Member Waller offered the foregoing resolution.

Council Member Escalada seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
DOUG GUNTHER, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SERGIO ESCALADA, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Resolution duly passed and adopted this 26th day of JULY 2012.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: Joni S. Brinkman for
BEV SMITH, MAYOR

ATTEST:

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

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: Glen J. Torcivia
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, MMC, Village Clerk