

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: May 17, 2016	[x] Consent	[] Regular
	[] Workshop	[] Public

Department:

Submitted By: Engineering and Public Works
Submitted For: Land Development Division

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** termination of an Interlocal Agreement (Agreement) with the Town of Loxahatchee Groves (Town) for Land Development services effective through written notice to the Town.

Summary: On September 1, 2015, the Town voted to request the termination of the Agreement for Land Development services. Per the Agreement, the termination requires written notification from Palm Beach County.

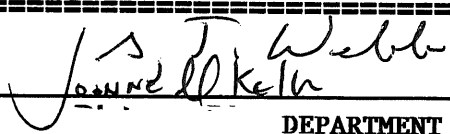

District 6 (MRE)

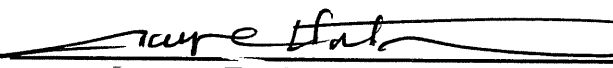
Background and Justification: The Town came into existence in 2006 and became operational in 2007. In 2007, the Town requested that the Palm Beach County (County) Land Development Division provide land development review services on behalf of the Town. The County approved an Agreement through R-2007-1918 allowing for automatic renewal each year unless either party notifies the other in writing to terminate the Agreement. The Town has adopted Land Development regulations that are different than those of the County and the Town has now hired its own engineering consultant to perform land development reviews so the Agreement with the County is no longer necessary. The Agreement requires that the County notify the Town in writing of the County's concurrence to terminate the Agreement.

Attachments:

- 1. Interlocal Agreement for Land Development Services R-2007-1918
- 2. Letter from the Town of Loxahatchee Groves requesting Termination dated September 8, 2015
- 3. Draft letter dated May 17, 2016 to the Town Mayor David Browning (two originals)

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Recommended by:		04/11/2016	
	DEPARTMENT DIRECTOR	Date	

Approved by:		4/25/16	
	ASSISTANT COUNTY ADMINISTRATOR	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
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Budget Acct No.: Fund__ Dept. __ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Departmental Fiscal Review:

Aluikovalainen

III. REVIEW COMMENTS

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

Shen, Ben
 4/8 160 OFMB 4/19

Dr. J. Jacobson 4/20/16
Contract Dev. and Control
4/20/16 TW

B. Approved as to Form and Legal Sufficiency:

Monica P. Att. 4/24/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

R2007 1918

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LOXAHATCHEE GROVES PROVIDING FOR LAND DEVELOPMENT SERVICES, WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, BY THE PALM BEACH COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS.

This Agreement is entered into this _____ day of NOV 06 2007, 2007, by and between:

THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida, whose permanent address is 14579 Southern Blvd., Suite 2, Loxahatchee Groves, FL 33470, hereinafter referred to as "Town"

AND

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County." The TOWN and COUNTY are jointly referred to as "parties."

WITNESSETH:

WHEREAS, Chapter 2006-328, Laws of Florida, set forth the Charter of the TOWN; and

WHEREAS, on October 10, 2006, Chapter 2006-328 was approved by a majority of the voters in a referendum election; and

WHEREAS, Chapter 2006-328 provided that the TOWN came into existence on November 1, 2006, and provided that the TOWN becomes operational on March 30, 2007; and

WHEREAS, the health, safety, and welfare of the residents of both the TOWN and COUNTY will best be served by COUNTY providing certain governmental services; and

WHEREAS, the TOWN is desirous of contracting with COUNTY to provide governmental services within the corporate limits of the TOWN; and

WHEREAS, TOWN is authorized to enter into this Agreement pursuant to Florida Statutes §163.01; and

WHEREAS, this agreement evidences the intentions of the respective parties to cooperate with each other in the furtherance of the public's interest; and

NOW, THEREFORE, in consideration of the mutual obligations and undertakings described below, the parties do hereby agree as follows.

ARTICLE 1

GENERAL CONDITIONS

1. PURPOSE OF AGREEMENT

This Agreement is for the purpose of the TOWN contracting with COUNTY to provide land development services for the TOWN, more particularly set forth in the Articles hereof.

2. COOPERATION/LIAISON

To facilitate this Agreement, COUNTY shall have the full cooperation and assistance of the TOWN's liaison to work with the COUNTY'S Department of Engineering and Public Works for the coordination of services and the handling of complaints.

COUNTY's representative/contract monitor during the term of this Agreement shall be K. S. Rogers, P.E., Land Development Director whose phone number is (561) 684-4091. TOWN's liaison during the term of this Agreement shall be Matthew Lippman, Town Clerk, whose phone number is (561) 793-2418.

3. ADMINISTRATION/IMPLEMENTATION OF AGREEMENT

Oversight of COUNTY's performance of these public services will be performed by the Town Manager or designee, in conformance with the policies of the Town Council. Rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to performance of services and control of personnel shall remain with COUNTY. This Agreement does not make officers and employees of COUNTY agents, employees, or legal representatives of the TOWN, for any purpose whatsoever, and they are in no way authorized to make any contract, agreement, warranty, or representation on behalf of the TOWN, or to create any obligation on behalf of the TOWN.

4. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to § 768.28, Florida Statutes.

5. INDEMNIFICATION

The TOWN agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault whether active or passive of the TOWN, or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Agreement. The TOWN's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by negligence or willful misconduct of COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in §768.28(5), Florida Statutes, be waived.

5. INSURANCE

Without waiving the right to sovereign immunity as provided by s.768.28, F.S., the TOWN acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per Person and \$200,000 per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Town maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s.768.28 F.S., the Town shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The Town agrees to maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Town shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or Sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the TOWN of its liability and obligations under this Interlocal Agreement.

The TOWN expressly understands and agrees that any insurance protection furnished by the TOWN in no way limits its responsibility to indemnify and hold harmless COUNTY under the provisions of this Agreement.

6. TERM OF AGREEMENT

This Interlocal Agreement shall be in effect from the date it is executed by both parties to September 30, 2008, and shall be automatically renewed thereafter from fiscal year to fiscal year (October 1 to September 30), unless either party hereto shall notify the other in writing of the party's desire to terminate all or part of this Agreement six (6) months in advance, no later than April 1 of the previous fiscal year. This

Agreement shall not be terminated except at the expiration of the contract term, or at the expiration of any renewal, unless agreed upon in writing sixty (60) days in advance of both parties. If neither party gives notice of its intent to terminate, the parties shall negotiate the terms of any revisions to the renewal no later than May 15th of each fiscal year. In the event the terms of the renewal are not agreed to, the contract remains in force with the existing terms.

7. LEVEL OF SERVICE

The level of service provided by COUNTY pursuant to this Agreement shall be the same level of service provided by COUNTY for the unincorporated area for each service outlined in this Agreement. COUNTY staff will not attend the TOWN's public hearings or public meetings to carry out this Agreement.

8. ADOPTION OF ORDINANCES

The TOWN shall adopt all ordinances necessary to effectuate this Agreement.

9. NOTICE

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY	THE TOWN
Name: K. S. Rogers, P. E., Director Land Development Division	Name: Irv Rosenbaum Town Manager
Address: 2300 N. Jog Road	Address: 14579 Southern Blvd. Suite 2
City, State, Zip: West Palm Beach, Florida 33411-2745	City, State, Zip: Loxahatchee Groves, FL 33470

10. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of COUNTY or the TOWN officers.

11. ANNUAL APPROPRIATION

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

12. PAYMENT FOR SERVICES

COUNTY shall collect all Platting and Permit Fees and Surcharges from applicants. Such fees shall serve as payment for COUNTY's services.

13. AMENDMENTS

This Agreement may be amended only by formal action of the Board of County Commissioners of COUNTY and the Town Council of the TOWN.

14. REMEDIES

This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be filed in Palm Beach County, Florida.

15. EFFECTIVE DATE

The provisions of this Agreement shall become effective upon the execution of this agreement by both parties.

16. EXECUTION OF AGREEMENT

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which shall constitute one and the same instrument.

17. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

18. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

19. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement to the parties to this Agreement.

20. BINDING EFFECT

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

21. ASSIGNABILITY

The responsibility for carrying out any responsibility assumed by any party to this Agreement may not be assigned.

22. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect.

ARTICLE II.

LAND DEVELOPMENT SERVICES

1. LAND DEVELOPMENT DIVISION

A. Land Development Division of the Palm Beach County Department of Engineering and Public Works shall provide the following Services:

- (1) Review of plats and subdivisions;
- (2) Issuance of land development permits, including modifications to land development permits;
- (3) Administration of land development permits and surety requirements for construction of required improvements within the bounds of the TOWN;
- (4) Performance of inspections necessary to insure compliance with land development permits submitted to COUNTY through September 30, 2007;
- (5) Issuance of Right-of-Way Permits;
- (6) Drainage review for commercial and multi-family Building permit process;
- (7) Review of requests to the TOWN for abandonments and vacations of easements and rights-of-way; and
- (8) Variance application review services regarding Article 11 of the Unified Land Development Code (Subdivision, Platting and Required Improvements).

B. Procedures.

(1) Applicants for plat and subdivision approval, land development permits and abandonments shall submit required plans to COUNTY.

(a) Plat and Subdivision Review: The COUNTY Land Development Division shall receive all submittals and shall forward a copy of the plans to the TOWN for review and comment by the TOWN Engineer as part of Land Development's normal review process. The final revised set of plans submitted for technical compliance shall be forwarded to the TOWN Engineer for review and comment prior to issuance of technical compliance. The final plat shall be submitted to the Land Development Division for final review and it shall be forwarded to the TOWN for final approval and recordation. The TOWN will be responsible for preparing any ordinances, resolutions or other legal documents related to the TOWN Council's consideration of any item presented to the TOWN Council.

(b) Land Development Permits: The Land Development Division shall receive and process all requests for land development permits. Upon approval of the Land Development Permit by the Deputy County Engineer, a copy of the permit and approval construction plans will be forwarded to the Town Engineer. The TOWN shall be responsible for inspections regarding land development permits within the municipal boundaries of the TOWN submitted to the Land Development Division beginning October 1, 2007. The determination that a land development permit is finalized, and acknowledgment that the construction is complete is to be made by COUNTY Land Development Division.

(c) Abandonments: County Land Development Division shall receive and process all requests for abandonments. This process will consist of sufficiency and technical review of the application for compliance with the COUNTY'S Abandonment Ordinance No. 86-18 and Sections 336.09-336.12 and Section 177.101, Florida Statutes and preparation of a staff report with appropriate conditions of approval.

(2) The TOWN will be responsible for setting the date for any public hearings on any matter which will be presented to the TOWN Council for final action. The COUNTY will advise the Town Manager or designee when an application is deemed as being complete, and of the need for any public hearing(s) before the TOWN Council, and the Town Manager will advise the COUNTY as to the date(s) for the TOWN Council public hearing(s). The TOWN will be responsible for the preparation of any notice(s) for any public hearing(s) and the necessary advertisement(s) for any public hearing(s). The COUNTY will advise any applicant of the need to submit sufficient stamped envelopes for the notice to be sent to any

parties entitled to receive notice by mail. The TOWN will be responsible for preparing any ordinances, resolutions, or other legal documents related to the TOWN Council's consideration of any item presented to the TOWN Council.

C. Compensation.

COUNTY shall be entitled to collect all application fees regularly charged regarding items (1) through (8) above. For services outside those specified in items (1) through (8) above, the TOWN agrees to compensate COUNTY on a per hour basis, in an amount per hour to be determined utilizing a formula contained in Exhibit "A", attached hereto. Such payment shall be monthly, twenty (20) days from the date of invoice. In the event the agreement is terminated regarding the services outlined above, COUNTY shall complete all land development related work for projects whose applications have been delivered to COUNTY before the date of termination and COUNTY shall retain all fees. COUNTY shall complete all land development related work for projects whose applications have been delivered to COUNTY before the date of termination and COUNTY shall retain all fees.

IN WITNESS THEREOF, PALM BEACH COUNTY, FLORIDA, has caused this Interlocal Agreement to be executed by the Chair of its Board of County Commissioners and the seal of said Board to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board; and the TOWN OF LOXAHATCHEE GROVES, FLORIDA, has caused this Interlocal Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the TOWN's Clerk, the date and year first written above.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TOWN OF LOXAHATCHEE GROVES

Attest:

Matthew Lippman
Town Clerk

By: David Browning
Mayor

16th day of October, 2007 (date)

APPROVED AS TO FORM:

By: [Signature]
Town Attorney

R2007 1918

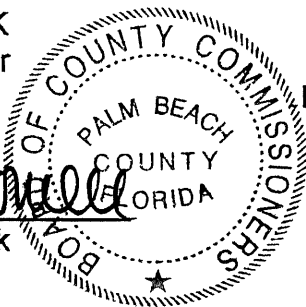
NOV 06 2007

PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

Attest:

SHARON R. BOCK
Clerk & Comptroller

By: Nancy Powell
Deputy Clerk



By: Addie L. Greene
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

[Signature]
County Engineer

EXHIBIT "A"

Hourly Charge Rate for:

Director	\$123.43
Senior Professional Engineer	\$ 95.99
Engineer II	\$ 70.38
Zoning Technician	\$ 42.13
Senior Secretary	\$ 37.20



COPY

Town of Loxahatchee Groves

155 F Road
Loxahatchee Groves, FL 33470

Phone (561) 793-2418
Fax (561) 793-2420
www.loxahatcheegrovesfl.gov

September 8, 2015

K.S. Rogers, P.E., Director
Land Development Division
2300 N. Jog Road
West Palm Beach, FL 33411-2745

RE: Town of Loxahatchee Groves/2007 Interlocal Agreement for Land Development Services
Request for Termination

Dear Mr. Rogers:

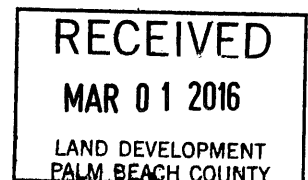
Please accept this letter as the request of the Town of Loxahatchee Groves to terminate the above referenced agreement. Paragraph 6 provides that the parties may mutually agree in writing to terminate the agreement upon sixty (60) days advance notice. At its September 1, 2015, meeting, the Town Council authorized me to forward this request to your attention.

Please advise at your soonest convenience if the County agrees to terminate the agreement. Thank you for your attention in this matter.

Sincerely,

William F. Underwood, II
Town Manager

CC: Mayor and Members of the Town Council
Michael Cirullo, Town Attorney





**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



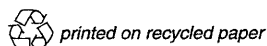
**Palm Beach County
Board of County
Commissioners**

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



May 17, 2016

Mayor David Browning
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Town of Loxahatchee Groves Interlocal Agreement with Palm Beach
County for Land Development Review Services – Notice of Termination

Dear Mayor Browning,

In response to the Town's letter dated September 8, 2015, please be
advised that the Board of County Commissioners voted today to terminate
immediately the Interlocal Agreement approved through R-2007-1918.

If you need any additional information regarding this matter, please
contact Joanne M. Keller, P.E., Palm Beach County Land Development
Director at 561-684-4090.

Sincerely,

Mayor Mary Lou Berger

c: Board of County Commissioners
Verdenia Baker, County Administrator
George Webb, County Engineer
Tanya N. McConnell, Deputy County Engineer
Denise Neiman, County Attorney
Robert P. Banks, Assistant County Attorney
Marlene R. Everitt, Assistant County Attorney
Members of the Town Council
Town Attorney

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