

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 17, 2019 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department: Planning Zoning & Building
Submitted By: Building Division
Submitted For: Planning Zoning & Building

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement between Palm Beach County (County) and the Village of North Palm Beach (Village) for the Village to provide building permitting services for accessory structures to be constructed within the portion of the C-17 canal right-of-way located in the County.

Summary: The County recently identified several properties where a portion of the property is located within the C-17 canal right-of-way located in unincorporated County while the remaining portion is located within the Village. Any primary structures located on these properties are located within the Village. Property owners desiring to construct accessory structures, such as docks or boatlifts, within this portion of the C-17 canal right-of-way are unable to obtain permits from the County as the Unified Land Development Code prohibits construction of accessory structures without a primary structure. Property owners are currently unable to obtain permits from the Village, as the accessory structures are proposed to be located in a portion of property located in unincorporated County. The Village will therefore provide building permitting services for accessory structures to be constructed within the portion of the C-17 canal right-of-way located in the County where the associated primary structures are located in the Village. The initial term of the Interlocal Agreement is through September 30, 2020, and will be automatically renewed on an annual basis thereafter unless terminated. District 1 (CK)

Background and Justification: The County recently identified several properties where a portion of the property is located within the C-17 canal right-of-way located in unincorporated County while the remaining portion is located within the Village. Any primary structures located on these properties are located within the Village. Property owners desiring to construct accessory structures, such as docks or boatlifts, within this portion of the C-17 canal right-of-way are unable to obtain permits from the County as the Unified Land Development Code prohibits construction of accessory structures without a primary structure. These property owners are also currently unable to obtain permits from the Village, as the accessory structures are proposed to be located in a portion of property located in unincorporated County. To ensure accessory structures are appropriately associated with a primary structure and afford these property owners the ability to obtain permits and inspections of these regulated improvements, this Interlocal Agreement provides that the Village will provide permitting services for these accessory structures. The Village will collect all building permit fees for these permitting services, and these fees will serve as full and complete payment for the Village's services. The Village will be solely liable for any permit issued pursuant to the Interlocal Agreement. The proposed Interlocal Agreement is consistent with Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

- Attachments:**
- 1. Interlocal Agreement, including Exhibits A and B
 - 2. Village of North Palm Beach Resolution 2019-121

Recommended by:  11/14/2019
Department Director Date
Approved By:  11/24/19
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE POSITIONS (CUMULATIVE					

Is Item Included in Current Budget? Yes No X
Does this item include the use of federal funds? Yes No X

Budget Account No:
Fund Agency Organization Object

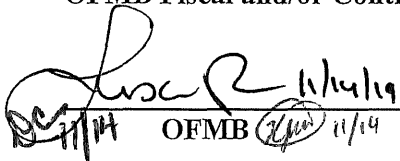
B. Recommended Sources of Funds/Summary of Fiscal Impact:

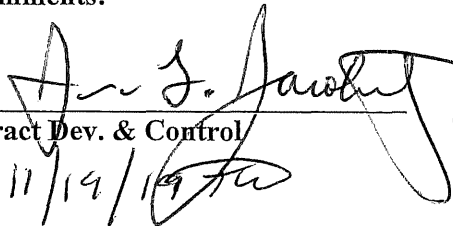
Building Permit Fees collected by the Village from applicants submitting applications to the Village shall serve as complete payment for Village’s permitting services. No Fiscal impact associated with this agenda item

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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


OFMB 11/14/19


Contract Dev. & Control 11/19/19

B. Legal Sufficiency


Assistant County Attorney 11/20/19

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE VILLAGE OF NORTH PALM BEACH PROVIDING FOR
BUILDING PERMITTING SERVICES WITHIN A PORTION OF
UNINCORPORATED PALM BEACH COUNTY BY THE VILLAGE
OF NORTH PALM BEACH.

This Interlocal Agreement is entered into this 24th day of October, 2019
by and between:

PALM BEACH COUNTY, a political subdivision of the State of
Florida, hereinafter referred to as "COUNTY;"

AND

THE VILLAGE OF NORTH PALM BEACH, a municipal corporation
organized and existing under the laws of the State of Florida, whose
permanent address is 501 U.S. Highway One, North Palm Beach, FL
33408, hereinafter referred to as "VILLAGE." The VILLAGE and
COUNTY are jointly referred to as "parties."

WITNESSETH:

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

WHEREAS, Section 163.01, Florida Statutes, permits public agencies as defined
therein 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 health, safety, and welfare of the residents of the COUNTY and
the VILLAGE will best be served by VILLAGE providing building permitting services for
accessory structures within that portion of the C-17 canal right-of-way located in the
COUNTY, where the associated primary structures are located in the VILLAGE, as more
specifically described in Exhibit A and shown in Exhibit B; and

WHEREAS, COUNTY is desirous of contracting with VILLAGE to provide such
building permitting services; and

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

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

1. PURPOSE OF AGREEMENT

This Interlocal Agreement is for the purpose of COUNTY contracting with VILLAGE to provide building permitting services for accessory structures within an unincorporated area of the COUNTY, as more particularly set forth in the Scope of Work, attached hereto as Exhibit A.

2. COOPERATION / LIAISON

To facilitate this Interlocal Agreement, including the Scope of Work included in Exhibit A and the Map of Affected Area included in Exhibit B, (together the "Agreement") COUNTY's liaison shall provide VILLAGE with any information VILLAGE needs in order to provide the building permitting services described in Exhibit A when such information is within the COUNTY's control and when the COUNTY is not otherwise prohibited from providing such information to the VILLAGE.

COUNTY's liaison during the term of this Agreement is: Palm Beach County Building Division, Attn: Building Official, 2300 N. Jog Road, West Palm Beach, Florida, 33411, phone: (561) 233-5192. VILLAGE's liaison during the term of this Agreement is: Village of North Palm Beach Department of Community Development, Attn: Jeremy Hubsch, Director, 420 U.S. Highway One, Suite 21, North Palm Beach, Florida, 33408, phone: (561) 841-3369.

3. ADMINISTRATION / IMPLEMENTATION OF AGREEMENT

Rendition of service, standards of performance, discipline of officers and employees, and other matters incidental to performance of services and control of personnel shall remain with VILLAGE. This Agreement does not make officers and employees of VILLAGE agents, employees, or legal representatives of COUNTY, for any purpose whatsoever, and they are in no way authorized to make any contract, agreement, warranty, or representation on behalf of COUNTY, or to create any obligation on behalf of COUNTY.

4. LIABILITY / INDEMNIFICATION

a. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless VILLAGE against any actions, claims, or damages arising out of COUNTY's negligence in connection with this Agreement, and VILLAGE shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of VILLAGE's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's, negligent, willful or intentional acts or omissions.

b. The VILLAGE shall be solely liable for any permit issued pursuant to this

Agreement. This liability shall survive termination of this Agreement.

5. INSURANCE

COUNTY and VILLAGE are municipal entities or political subdivisions of the State of Florida subject to the limitations of Section 768.28, Florida Statutes, as amended. Each shall maintain fiscally prudent liability programs with regard to each party's respective obligations under this Agreement. Nothing herein shall serve as a waiver of sovereign immunity. COUNTY and VILLAGE agree that if either contracts with a third-party to perform any services related to this Agreement, COUNTY or VILLAGE shall require the following insurance from such third-party:

a. Commercial General Liability with minimum limits of \$500,000 per occurrence. Policy shall be endorsed to include both, "Village of North Palm Beach", and "Palm Beach County Board of County Commissioners" as Additional Insureds.

b. Workers' Compensation in compliance with Florida Statutes, Chapter 440. Policy shall include coverage for Employer's Liability.

6. EFFECTIVE DATE / TERM OF AGREEMENT

This Interlocal Agreement shall be in effect from the Effective Date to September 30, 2020, and shall be automatically renewed thereafter on September 30 of each year for a period of one fiscal year (October 1 to September 30) unless terminated as provided for in Section 7 herein. The Effective Date is the first date as of which: (1) both the Mayor of the Palm Beach County Board of County Commissioners and the Mayor of the Village of North Palm Beach have executed the Agreement; and (2) the Agreement has been filed with the Clerk, pursuant to Section 19 of this Agreement.

7. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days' written notice by the terminating party to the other party, with or without cause. The VILLAGE shall complete processing and issuance of any application for a permit submitted to the VILLAGE prior to the date of termination of this Agreement.

8. AMENDMENTS

This Agreement may be amended only by written document fully executed by both parties and formal action of the Board of County Commissioners of COUNTY and the Village Council of VILLAGE.

9. LEVEL OF SERVICE

The level of service provided by VILLAGE pursuant to this Agreement shall be the same level of service provided by VILLAGE for its incorporated area.

10. 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 VILLAGE
Palm Beach County Building Division, Attn: Building Official	Andrew D. Lukasik, Village Manager
2300 N. Jog Road	501 U.S. Highway One
West Palm Beach, FL 33411	North Palm Beach, FL 33408

With a copy to:

COUNTY	THE VILLAGE
Palm Beach County Attorney's Office	Leonard G. Rubin, Village Attorney
301 N. Olive Avenue	701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33401	West Palm Beach, FL 33407

11. NON-DISCRIMINATION

COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the VILLAGE warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

12. INSPECTOR GENERAL

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of VILLAGE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

13. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the VILLAGE: (i) provides a service; and (ii) acts on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes, VILLAGE shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The VILLAGE is specifically required to:

- A. Keep and maintain public records required by COUNTY to perform services as provided under this Agreement.
- B. Upon request from COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VILLAGE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following termination of the Agreement, if VILLAGE does not transfer the records to COUNTY.
- D. Upon termination of the Agreement, VILLAGE shall transfer, at no cost to COUNTY, all public records in possession of VILLAGE unless notified by COUNTY's representative/liaison, on behalf of COUNTY's Custodian of Public Records, to keep and maintain public records required by COUNTY to perform the service. If VILLAGE transfers all public records to COUNTY upon termination of the Agreement, VILLAGE shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If VILLAGE keeps and maintains public records upon termination of the Agreement, VILLAGE shall meet all applicable requirements for retaining public records. All records stored electronically by VILLAGE must be provided to COUNTY, upon request of COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of VILLAGE to comply with the requirements of this Section 13 shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including, but not limited to, the right to terminate for cause. VILLAGE acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

14. DELEGATION OF DUTY

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

15. 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.

16. PAYMENT FOR SERVICES

VILLAGE shall collect all Building Permit Fees from applicants submitting applications to VILLAGE for building permit services described in Exhibit A. Such fees shall serve as full and complete payment for VILLAGE'S services.

17. 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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

18. 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 (1) and the same instrument.

19. FILING

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

20. 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.

21. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties with respect to the matter hereof.

22. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

23. 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.

24. ASSIGNABILITY

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

25. NO THIRD-PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of COUNTY and/or VILLAGE.

26. 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.

IN WITNESS THEREOF, PALM BEACH COUNTY, Florida, has caused this Interlocal Agreement to be executed by the Mayor 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 VILLAGE OF NORTH PALM BEACH, 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 VILLAGE's Clerk, the date and year first written above.

**PALM BEACH COUNTY, FLORIDA,
a political subdivision of the State of Florida**

Attest:

SHARON R. BOCK
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

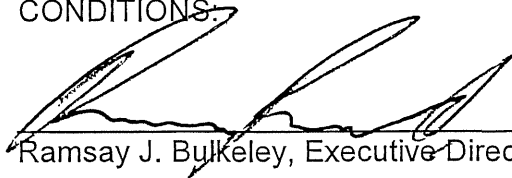
By _____
Deputy Clerk

By _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

Assistant County Attorney



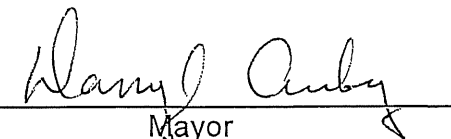
Ramsay J. Bulkeley, Executive Director, PZ&B

**VILLAGE OF NORTH PALM BEACH,
a Florida municipal corporation**

Attest:



Village Clerk

By 

Mayor

24th day of October, 2015 (date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By 

Village Attorney

EXHIBIT A: SCOPE OF WORK

The Village of North Palm Beach Community Development Department shall provide the following services:

- (1) Accept, process, and issue building permits for all accessory structures, including, but not limited to, docks, seawalls and boat lifts, within the C-17 canal right-of-way (located in the unincorporated portion of COUNTY) for associated properties within VILLAGE's corporate limits that are located west of Prosperity Farms Road, East of Alternate AIA, and adjacent to the North side of the C-17 canal right-of-way (the "Affected Area"), as reflected in Exhibit B. All such building permits shall be subject to all applicable laws, ordinances, and regulations, including the Florida Building Code, the Palm Beach County Unified Land Development Code, and VILLAGE's Code of Ordinances.
- (2) VILLAGE shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. VILLAGE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided.

EXHIBIT B: MAP OF AFFECTED AREA






EXHIBIT "B"

Proposed Interlocal Agreement Area Map



Legend

-  Proposed Interlocal Agreement Area
-  Village Boundary
-  Water

500 250 0 500 Feet

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR BUILDING PERMIT SERVICES WITHIN THE C-17 CANAL RIGHT-OF-WAY WEST OF PROSPERITY FARMS ROAD AND EAST OF ALTERNATE A1A AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the C-17 Canal Right-of-Way west of Prosperity Farms Road and east of Alternate A1A is located in unincorporated Palm Beach County; and

WHEREAS, the Village lacks jurisdiction to issue building permits for accessory structures, including, but not limited to, docks, seawalls and boat lifts, associated with properties located along the north side of the C-17 Canal Right-of-Way within the Village's corporate limits; and

WHEREAS, the Village and Palm Beach County wish to execute an Interlocal Agreement granting the Village the authority to accept, process and issue building permits for such accessory structures; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council approves the Interlocal Agreement with Palm Beach County for Building Permit Services within a portion of the C-17 Canal Right-of-Way located in the unincorporated area of the County, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK