R2007 1225

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LOXAHATCHEE GROVES PROVIDING FOR ZONING SERVICES, WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY THE PALM BEACH COUNTY PLANNING, ZONING AND BUILDING DEPARTMENT.

This Agreement is entered into this _____ day of JUL 10 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 , 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;

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 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 zoning 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 Planning Zoning and Building Department for the coordination of services and the handling of complaints.

COUNTY's representative/contract monitor during the term of this Agreement shall be the Jon MacGillis, Palm Beach County Zoning Director, whose phone number is (561) 233-5234. TOWN's liaison during the term of this Agreement shall be Mayor David Browning, whose phone number is (561) 985-2103.

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 service, 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.

6. 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 to 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.

7. TERM OF AGREEMENT

This Interlocal Agreement shall be in effect from the date it is executed by both parties to September 30, 2007, 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.

8. 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.

9. ADOPTION OF ORDINANCES

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

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 TOWN
Name: Jon MacGillis, Zoning Director	Name: David Browning, Mayor
Address: 2300 N. Jog Road	Address: P.O. Box 1202
City, State, Zip: West Palm Beach, Florida 33411	City, State, Zip: Loxahatchee Groves, FL 33470

11. 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.

12. 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.

13. PAYMENT FOR SERVICES

COUNTY shall collect all Zoning Fees and Surcharges from applicants. Such fees shall serve as payment for COUNTY'S services.

14. 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.

15. 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.

16. EFFECTIVE DATE

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

17. 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.

18. FILING

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

19. 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.

20. ENTIRE AGREEMENT

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

21. 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.

22. ASSIGNABILITY

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

23. 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.

ZONING SERVICES

1. ZONING DIVISION

A. The Zoning Division of the Palm Beach County Planning, Zoning, and Building Department shall provide the following services:

(1) Rezoning, conditional use, requested use, development order amendment or abandonment, development of regional impact, and

variance application review services;

(2) Development Review Officer, Master/Site Plan Certification and Approval;

(3) Zoning and Landscape review for Building permit process pursuant to Building Services Interlocal agreement;

(4) Special permit review;

(5) Concurrency review and determination;

(6) Provide both written, walk in and telephone information to the public concerning zoning classifications, permitted uses of property, etc.;

(7) Routine graphic/mapping services utilizing existing base maps, zoning maps, etc.;

(8) Assignment of street addresses and updates to zoning maps;

(9) Review administration, and implementation of the Monitoring Program pursuant to Article 2 of the Unified Land Development Code (ULDC);

B. The Zoning Division shall administer the zoning process for those properties located within the TOWN's municipal boundaries as provided in the TOWN Charter, as may be amended. This process shall consist of sufficiency and technical review of the application for compliance with COUNTY's Comprehensive Plan and the ULDC and preparation of a staff report with appropriate conditions of approval. Additionally, COUNTY shall require the submittal of plans and other information as required by the TOWN to also allow it to review the application.

C. The Town Manager, or designee, shall attend the Palm Beach County Development Officer ("DRO") meetings on matters within the TOWN for as long as this Agreement remains in place. The Town Manager shall be responsible for placing public hearing items on the Town Council Agenda for their final action. Special permits shall be prepared by COUNTY and forwarded to the TOWN for issuance. The COUNTY shall provide notice to the Town Manager, or designee, of requests that are typically reviewed only by COUNTY staff for administrative approval: special permits, administrative amendments, signature only, zoning confirmation letters, business tax receipts, final DRO applications.

D. 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 certified 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,

development orders, or other legal documents related to the TOWN Council's consideration of any item presented to the TOWN Council.

E. COUNTY shall be entitled to collect all application and status report fees regarding items (1) through (9) above. The TOWN acknowledges that the application fees do not cover all direct and indirect costs of providing the above services. The TOWN agrees to pay additional compensation to COUNTY to compensate COUNTY for the cost of providing services regarding items (1) through (9) above by authorizing and agreeing that the County shall charge a surcharge to zoning fees collected in the Town to reflect the actual costs of providing services associated with the 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.

TOWN OF LOXAHATCHEE GROVES

Attest:

By David Browning
Mayor

Town Clerk

5th day of JUNE, 2007 (date)

APPROVED AS TO FORM:

By
Town Attorney

R2007 1225

JUL 10 2007

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

Attest:
SHARON R. BOCK
Clerk & Comptroller

By Addie L. Greene
Addie L. Greene, Chairperson

By:
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFIENCY:

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Executive Director, PZ&B

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