



COMPREHENSIVE PLAN AMENDMENT STAFF REPORT AMENDMENT ROUND 23-A

BCC ADOPTION PUBLIC HEARING, FEBRUARY 1, 2023

I. General Data

Project Name: Greenacres Interlocal Service Boundary Agreement (ISBA)
Element: Intergovernmental Coordination Element
Project Manager: Khurshid Mohyuddin, Principal Planner
Staff Recommendation: Staff recommends ***approval*** based on the findings and conclusions presented in this report.

II. Item Summary

Summary: This proposed amendment will modify the Intergovernmental Coordination Element to add language to reference the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Greenacres on August 15, 2022, and by the County on September 13, 2022.

Assessment: This is a housekeeping amendment to reflect the ISBA with the City of Greenacres in the Comprehensive Plan. Chapter 171.203(9), Florida Statutes, requires each local government that is a party to the interlocal service boundary agreement to amend the Intergovernmental Coordination Element of its Comprehensive Plan. This amendment will not require any subsequent changes to the ULDC.

III. Hearing History

Local Planning Agency: *Approval*, motion by Barbara Roth, seconded by Kiley Harper Larsen, passed in a 9 to 0 vote at the October 14, 2022 public hearing. There was minimal discussion. One member of the public, representing the City of Greenacres, spoke in support of the amendment.

Board of County Commissioners Transmittal Public Hearing: *Transmit*, motion by Commissioner Marino, seconded by Vice Mayor Sachs, passed in a 7 to 0 vote at the November 28, 2022 public hearing. The Board asked questions about the location of the ISBA and annexation timeline. There was no public comment.

State Review Comments: *To be provided in final agenda.*

Board of County Commissioners Adoption Public Hearing:

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IV. Background

The Municipal Annexation or Contraction Act, Chapter 171, Part I, F.S., and the Interlocal Service Boundary Agreement (ISBA) Act, Chapter 171, Part II, F.S., recognizes the use of ISBA as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation. The Interlocal Service Boundary Agreement and Joint Planning Agreement (ISBA/JPA) provides the ability to assess changes in future land use, resolve service delivery issues and coordinate annexation efforts. Florida Statute requires that Interlocal Service Boundary Agreements (“ISBAs”) be referenced in the respective Comprehensive Plans no later than six months following entry of the agreement.

In accordance with Palm Beach County policy to promote interlocal agreements with municipalities to address service delivery issues, Palm Beach County and City of Greenacres staff jointly prepared an Interlocal Service Boundary Agreement (ISBA) and Joint Planning Agreement (JPA). In November 2020 and December 2020, the City of Greenacres and Palm Beach County respectively adopted resolutions to commence negotiations for an ISBA/JPA. The subject unincorporated area is within the future annexation area of the City, generally located on the southeast corner of Lake Worth Road and S. Jog Road, as depicted in Exhibit A of the ISBA/JPA (Exhibit 2 of this staff report). By Ordinance No. 2022-01, adopted on August 15, 2022, the City accepted the terms of the proposed ISBA/JPA, including an agreement with the County Fire Rescue to coordinate the transition of fire rescue services. On September 13, 2022, the BCC adopted the ISBA through Ordinance 2022-025 (Exhibit 2) and also voted to initiate this Comprehensive Plan amendment.

V. Intent

The intent of this housekeeping amendment is to include a policy, as shown in Exhibit 1, to recognize Part II of Chapter 171, F.S., and to identify a completed ISBA. This is intended to meet the statutory requirements for the implementation of the ISBA/JPA.

VI. Data and Analysis

This section provides background information and examines consistency with the Comprehensive Plan.

A. Statutory Requirements for the Greenacres ISBA/JPA

This amendment is consistent with the Florida Statutes as it follows requirements in the Local Government Boundaries chapter: Chapter 171.203(9), F.S., states that “*each local government that is a party to the interlocal service boundary agreement shall amend the intergovernmental coordination element of its comprehensive plan*”.

B. Consistency with the Comprehensive Plan

This proposed amendment will further several policies in the Comprehensive Plan because it provides for coordination mechanisms, including:

- **Goal 4, Section 1.e.:** The County may pursue joint planning areas established through formal agreement for unincorporated areas at the edge of municipal boundaries. Joint planning areas provide an opportunity to resolve any land use issues and avoid potential

conflict during the annexation process and would ensure smooth service delivery transition.

- **Objective 1.4:** Palm Beach County shall adopt policies and implementation strategies, which support municipal efforts to secure boundary changes and that maintain cost-effective service delivery, assist in the elimination of enclaves, pockets, and finger-like areas and ensure consistency between municipal and County land use.
- **Policy 1.4-b:** The County shall work to reach general agreement on ultimate municipal boundaries, to the maximum extent possible, through the Palm Beach County Intergovernmental Coordination Program, County Commissioner District meetings with municipalities and direct staff contact with municipal agencies.
- **Policy 1.4-c:** The County shall pursue interlocal agreements with municipalities that have identified future land use designations for adjacent unincorporated area. These agreements would establish "Joint Planning Areas," pursuant to Chapter 163.3171, F.S.
- **Policy 1.4-i:** The County shall promote the use of County-city interlocal agreements with annexing municipalities to address service delivery issues where efficiency and effectiveness can be enhanced.
- **Policy 1.1-c:** The County will continue to ensure coordination between the County's Comprehensive Plan and plan amendments and land use decisions with the existing plans of adjacent governments and governmental entities

As such, this amendment will follow the statutory requirement to add language to the Comprehensive Plan to refer to the ISBA/JPA, permitting the orderly and efficient annexation of properties into the City consistent with good planning principles. The provision of services is clearly defined in the ISBA/JPA ensuring a reduction in service overlap and confusion. There are no inconsistencies with the other policies in the Comprehensive Plan.

VII. Public and Municipal Review

Intergovernmental Plan Amendment Review Committee (IPARC): Notification was sent to the County's Intergovernmental Plan Amendment Review Committee (IPARC), a clearing-house for plan amendments, on September 23, 2022. At the time of the printing of this report, no calls or written requests for information or objections to the amendment had been received.

Other Notice and Comments: Additional notification was provided to the City of Greenacres.

VIII. Staff Assessment and Conclusions

This housekeeping amendment is required by the Florida Statutes on past action taken by the Board of County Commissioners. Neither this amendment nor the ISBA directly impacts any property owners. No annexations will occur as part of this amendment. The Florida Statutes require that subsequent to the adoption of an ISBA, the approving Government Agencies amend their Comprehensive Plan to add language to refer to the ISBA/JPA. The proposed amendment will meet the Statute requirements, through reference to the adopted agreement. The amendment is consistent with all other elements of the Comprehensive Plan, will require no further actions, and does not impact the existing Goals, Objectives and Policies of the Plan. As such, staff recommends **approval** of this amendment.

Exhibits

| | |
|---|--------|
| Exhibit 1 – Proposed changes in strike out and underline format | E – 1 |
| Exhibit 2 – Executed ISBA and County Ordinance 2022-025 | E – 2 |
| Exhibit 3 – Correspondence | E – 18 |

Exhibit 1

A. Intergovernmental Coordination Element, ICE Updates

REVISIONS: To revise and update the Intergovernmental Coordination Element. The added text is underlined, and the deleted text struck out.

REVISED Policy 1.4-o: The Palm Beach County Board of County Commissioners has entered into Interlocal Service Boundary Agreements pursuant to Chapter 171, Part II, Florida Statutes. The County has adopted the following:

1. Village of Palm Springs Interlocal Service Boundary Agreement. On December 2, 2008, Palm Beach County adopted by ordinance 2008-047 the interlocal agreement that provides for coordination mechanisms to further intergovernmental coordination, identifies and implementing the municipal service area. Ord. 2011-14
2. City of Lake Worth Interlocal Service Boundary Agreement. On September 22, 2015, Palm Beach County adopted by Ordinance 2015-037 the interlocal agreement that provides for coordination mechanisms to further intergovernmental coordination, identifies and implementing the municipal service area. Ord. 2016-004
3. City of Greenacres Interlocal Service Boundary Agreement and Joint Planning Agreement. On September 13, 2022, Palm Beach County adopted by Ordinance 2022-025 the interlocal agreement that coordinates Future Land Use, Public Facilities and Services in advance of annexation and identifies the municipal service area.

Exhibit 2
Executed ISBA and PBC Ordinance 2022-025

R2022-1026

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
AND JOINT PLANNING AGREEMENT
ENTERED INTO BY THE CITY OF GREENACRES
AND THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA,
ESTABLISHING THE MUNICIPAL SERVICE AREA**

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT ("Agreement") is made on this ____ day of SEP 13 2022, 2022 between the CITY OF GREENACRES, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "City," 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, F.S.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, F.S.; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, F.S., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies 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 Municipal Annexation or Contraction Act, Chapter 171, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the area described in Exhibit "A" is within the future annexation area of the City as identified on Map #4 ANX of the Annexation Element, as set forth in the City's Comprehensive Plan;

WHEREAS, Chapter 171, Part II, F.S., establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands and to agree on certain procedures for the timely review and processing of annexations within those areas; to provide alternate annexation methodologies; and

WHEREAS, the agreement of the City to undertake annexation efforts in a manner that is coordinated with the County is a material inducement to the County to enter into this Agreement; and

WHEREAS, pursuant to Section 171.094(1) F.S. an Interlocal Service Boundary Agreement is binding on the Parties to the agreement, and a Party may not take any action that violates the Agreement; and

WHEREAS, Section 163.3171(3) F.S. authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter 163, Part II, the Local Government Comprehensive Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, the City has complied with the notification requirements in Section 171.203 F.S. and adopted Resolution No. 2020-042, an Initiating Resolution pursuant to said statute, and

WHEREAS, the County adopted Resolution R-2020-1846, a Responding Resolution pursuant to Section 171.203 F.S.; and

WHEREAS, the County and City have held duly noticed public hearings to consider adoption of this Agreement; and

WHEREAS, the City and the County have enacted this agreement by ordinance as required by Section 171.203(14) F.S.; and

WHEREAS, the Future Land Use Element of the 1989 Palm Beach County Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements with municipalities that have established future land use designations for adjacent unincorporated areas and will establish Joint Planning Areas between the County and the respective municipalities; and

WHEREAS, the Intergovernmental Coordination Element of the 1989 Comprehensive Plan states that Palm Beach County shall adopt policies and implement strategies which support municipal efforts to secure boundary changes that maintain cost-effective service delivery, assisting the elimination of enclaves, pockets and finger-like areas, and ensure consistency between municipal and County land use; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary changes; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires the County to work with municipalities to determine areas to be considered for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AND THE CITY OF GREENACRES that:

Section 1. Purpose

The purpose of the Agreement is to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community to the area identified in the unincorporated area, depicted in Exhibit A, attached hereto and made a part hereof. This agreement establishes the means and process by which future annexations and planning activities will be accomplished. The City and the County (the "Parties") hereby establish a Joint Planning Agreement (JPA). All areas specifically delineated, mapped and referenced in the legend on Exhibit A are within the JPA.

Section 2. Definitions and Terminology

The following definitions apply to this agreement:

(1) "Interlocal service boundary agreement" means an agreement adopted under Chapter 171, Part II, F.S., between a county and one or more municipalities, which may include one or more independent special districts as Parties to the agreement defined as set forth in Section 171.202, F.S.

(2) "Municipal service area" means the area identified by the boundaries of the Proposed ISBA in Exhibit A.

(3) The term "enclave" shall be defined as set forth in Section 171.031(13)(a) & (b), F.S.

(4) "Agreement" means this Interlocal Service Boundary Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof which is also a joint planning agreement enacted pursuant to Section 163.3171(3) F.S.

(5) All references to the Florida Statutes in this Agreement are to the 2021 Florida Statutes, referred to as F.S.

Section 3. Annexation Process

A. The City may annex lands designated within the municipal service area depicted on Exhibit A hereto during the term of this Agreement. The County and City agree that the municipal service area is urban in character, as required by s. 171.204, F.S. and is developed for urban purposes in accordance with s. 171.043(2) and (3), F.S. and as defined in s. 171.031(8), F.S.

B. Within 10 days of reaching the necessary consent threshold for a particular area proposed for annexation, the City and County agree that the City shall provide a copy of the annexation petition bearing the signatures of more than 50% of the persons who own property in the area proposed to be annexed and/or a petition of more than 50% of the registered voters in the area proposed to be annexed to the County Administrator and the County Planning Director and include a cover letter confirming consistency of the City's planned service delivery with the terms of this Agreement.

C. Failure to comply with the notice provisions of this section may be the basis for a cause of action invalidating an annexation undertaken pursuant to this Agreement.

D. The City and County agree that the City may create enclaves less than one hundred and ten acres in size, as defined in Chapter 171, F.S., provided a concurrent s. 171.046(2), F.S., enclave interlocal agreement is adopted, for the created enclave.

E. The City and County agree that within the Municipal Service Area, the City may annex lands in accordance with the requirements established in Chapter 171, Part I, F.S. and Chapter 171, Part II, F.S.

Section 4. Notification to Property Owners and Registered Voters

A. When seeking the consent of property owners within a proposed annexation area, the City shall provide notice by first class United States Mail using property ownership and address information obtained from the Palm Beach County Property Appraiser's Office.

B. When seeking the consent of registered voters residing within a proposed annexation area, the City shall provide notice by first class United States Mail using voter information from the Palm Beach County Supervisor of Elections Office.

Section 5. County Consent to Annexation by the City

If the annexation ordinances of the City are adopted under the conditions set forth in this Agreement, the County will not challenge, administratively, judicially, or otherwise, any annexations by the City that annex lands

within the municipal service area, as depicted in Exhibit A, unless the annexation is inconsistent with this Agreement. The Parties agree that all or a portion of the annexation as set forth in Exhibit A may create enclaves. Enclaves 110 acres or less will be annexed through an enclave interlocal agreement adopted concurrently with the voluntary annexation. Enclaves more than 110 acres will be annexed in agreement with Section 171.205 (3) and (4), F.S.

Section 6. Future Land Use for the Municipal Service Area

A. Process for incorporating the Municipal Service Area into the City Comprehensive Plan: Future land uses are identified herein and agreed to by the City and County for each of the areas within the Municipal Service Areas as set forth in Exhibit A. These future land uses will be examined during the City's comprehensive plan amendments. If one or more of the future land uses identified in Section 6.C. of this Agreement are not adopted by the City, then the future land uses presently depicted upon the County's Future Land Use Atlas shall remain in effect, unless another land use category acceptable to both Parties is agreed upon and unless the City requests by resolution and the Board of County Commissioners approves by resolution a mutually acceptable alternative land use designation.

B. Future Land Use designation definitions: The following densities shall apply to the land uses indicated on Exhibit B and in Paragraph C, below:

- (1) Commercial (CM): this commercial designation provides for a building area intensity of up to 0.35 Floor Area Ratio.

Section 7. Infrastructure and Service Delivery Provisions

Within the Municipal Service Area as designated on Exhibit A hereto, the City and County agree to ensure the efficient provision of infrastructure and service delivery as set forth below:

A. **Water and Sewer Utilities:** The matrix set forth as Exhibit B and the following provisions are applicable to water and sewer provider, and infrastructure availability of the areas within the municipal service area when annexed by the City:

- (1) The parcels depicted in Exhibit A are included in the County's water and sewer utility service area.

B. **Rights-of-Way and Transportation:** There are no identified County-owned and maintained roads to transfer to the city.

Subsequent to approval of this Agreement by both the City and the County, and the annexation of the surrounding properties, the City will adopt an ordinance to annex the right-of-way segment identified. Approval of this interlocal agreement by both Parties constitutes mutual agreement by the City and County pursuant to Section 335.0415, Florida Statutes, to the transfer of ownership and the responsibility for operation and maintenance of the right-of-way segments identified from the County to the City. Such transfer shall occur upon the effective date of the City's Voluntary Annexation ordinance annexing the affected rights-of-way.

C. **Fire and Emergency Medical Services:** In accordance and compliance with Section 171.203(8)(a), Florida Statutes, the County and the City set forth in Exhibit C, attached hereto and incorporated herein, their agreement regarding the provision of fire and emergency medical services to any lands that are annexed by the City within the municipal service area depicted on Exhibit A.

D. **Law Enforcement:** The County and City acknowledge that the Palm Beach Sheriff's Office provides public safety services to the municipal service area identified in this agreement.

Section 8. Incorporation into Comprehensive Plans

As required by Section 171.203(9) F.S. no later than 6 months following approval of this Agreement, the Parties shall prepare amendments to their respective Intergovernmental Coordination Elements, and as necessary other Elements of their Comprehensive Plans acknowledging this Agreement and scheduling a review at a time of each Evaluation and Appraisal Report periodic review and negotiations per section 13 of this Agreement and shall consider incorporation of said amendments into their respective comprehensive plans.

Section 9. Other Rights and Agreements

A. The Parties agree that the requirements of Chapter 164, F.S. shall be complied with prior to litigation to enforce this Agreement.

B. Other Contemporaneous Agreements: The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the City and County in effect as of the effective date of this Agreement.

Section 10. Notice to Parties

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the County Administrator and the County Planning Director or as either Party may otherwise designate in writing. Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended. If a notice provided by either party under this Agreement, including but not limited to "Exhibit C – Fire Rescue Services", relates to or in any way impacts fire rescue services, then a duplicate copy of such notice shall be provided at the same time to the following:

As to the County:
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411-3815

As to the City:
City Manager
City of Greenacres
5800 Melaleuca Lane
Greenacres, Florida 33463

Furthermore, the City Manager shall promptly inform the County Fire Rescue Administrator of all planned annexations within the municipal service area depicted on Exhibit A to this Agreement. For all notices relating to annexations provided to the County pursuant to this Agreement or otherwise pursuant to the annexation process or law, the City also shall provide a duplicate copy to the County Fire Rescue Administrator at the same time.

Section 11. Discharge

This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

Section 12. Enforcement

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. If this Agreement or any portion hereof is challenged by any person or entity not a Party hereto in any judicial, administrative, or appellate proceeding, representatives of the Parties hereto agree to promptly meet and discuss said challenge. If only one Party is a defendant in the challenge, the other Party agrees to cooperate with the defending Party in the defense of the challenge and make itself available for consultations, depositions and evidentiary hearings.

Section 13. Term and Review

A. Original Term: This Agreement, unless amended or extended in accordance with its terms, shall expire twenty years from the effective date as provided in Section 15.

B. Review: During the comprehensive plan Evaluation and Appraisal review process required by Chapter 163, F.S., each Party will review the terms of this Agreement and consider amendments, as necessary.

C. At least eighteen months before the expiration of the full term the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement or an extension of this agreement if any of the areas identified in Exhibit A remain unincorporated.

D. Amendment: Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by the boards of both Parties or shall be considered not adopted.

Section 14. Miscellaneous

A. Entire Agreement: Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

B. Governing Law and Venue: The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida.

Section 15. Effective Date

This agreement shall take effect upon execution by both Parties and upon the adoption of duly adopted ordinances by both Parties adopting this agreement.

Section 16. Filing

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

Section 17. Notification

The City hereby acknowledges that it has provided written notice to all owners of real property located in the areas identified in Exhibit A whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Service Boundary Agreement and stated the date, time, and place of the meeting in the City where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time, and place when the Palm Beach County Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 18. Captions

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

Section 19. Severability

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

Section 20. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the Parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, either 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 together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY OF GREENACRES, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Greenacres City Commission, and PALM BEACH COUNTY, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

ATTEST:

By:

Quintella Moorer, City Clerk



CITY OF GREENACRES, FLORIDA

By:

Joel Flores, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

Glen Torcivia, City Attorney

R2022-1026

SEP 13 2022

ATTEST:

Joseph Abruzzo, Clerk & Comptroller

By:

Deputy Clerk

By:

Robert S. Weinroth, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

Darren Leiser
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:

Ramsay Bulkeley, Executive Director
Planning, Zoning & Building

EXHIBIT A

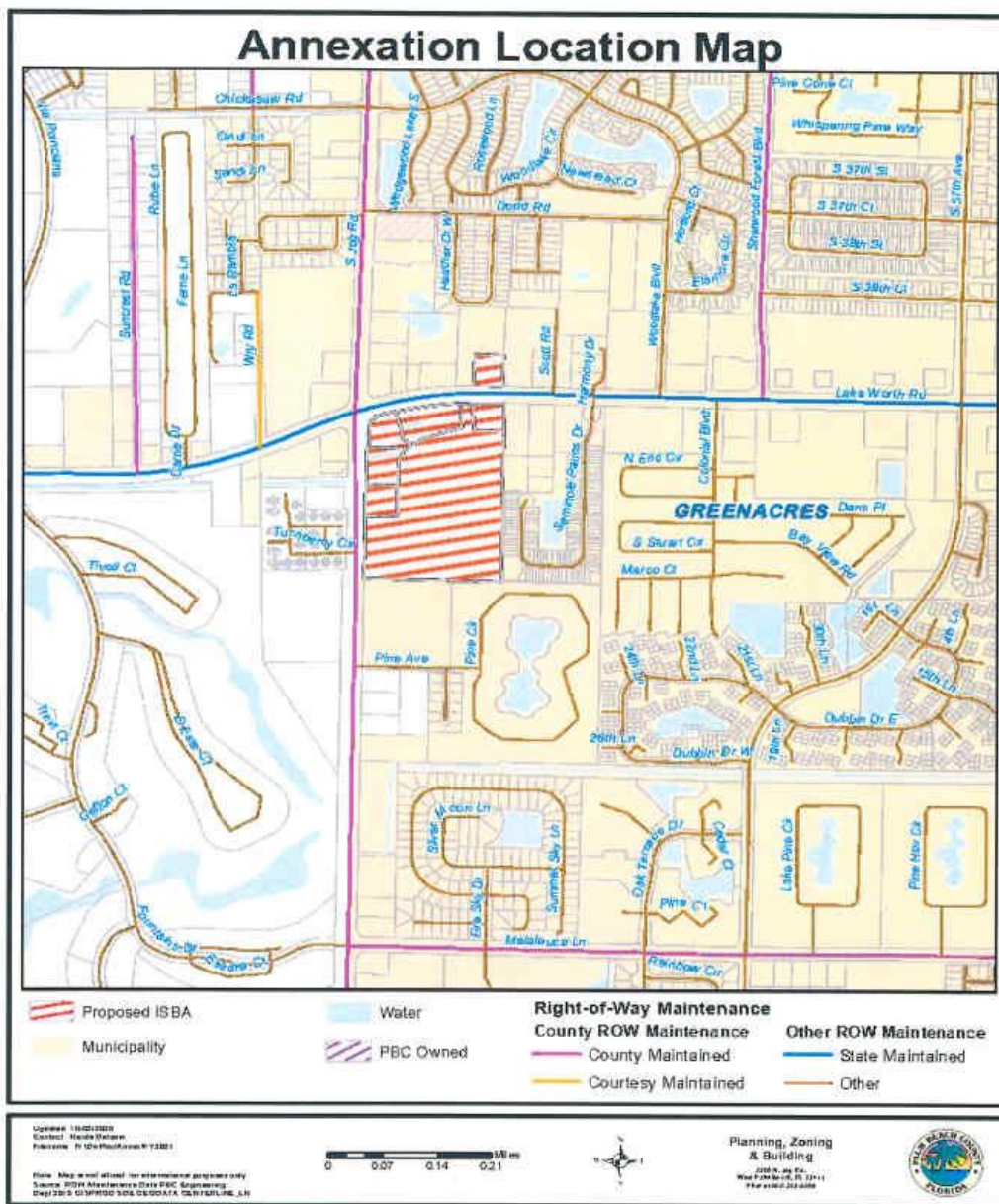


EXHIBIT B
City of Greenacres and Palm Beach County
Interlocal Service Boundary Agreement

| Name | Acres* | Parcels | EXLU ¹ | Existing County FLU ² | Proposed City FLU ² | Water & Sewer Provider | Right-of-way Maintenance |
|--------------------|--------|---------|-------------------------|----------------------------------|--------------------------------|------------------------|--------------------------|
| Lake Worth and Jog | 28.06 | 7 | com1, com2, com4 & ins4 | CH/1 & CH/5 | CM | PBC | FDOT, PBC |

1 Existing Land Use (EXLU) Codes:

| | |
|---------------------------------|----------------------|
| Com = Commercial | MH = Mobile home |
| SFR = Single-Family Residential | AGR = Agricultural |
| MFR = Multi-Family Residential | INST = Institutional |
| Vac = Vacant | IND = Industrial |

3 City Future Land Use (FLU) Codes:

RSLD = Residential Low Density
RSMD = Residential Medium Density
RSHD = Residential High Density
MU = Mixed Use
CM = Commercial
PI = Public / Institutional
RO = Recreation / Open Space

2 County Future Land Use (FLU) Codes:

LR-1, 2, 3 = Low Residential 1, 2, 3
MR-5 = Medium Residential 5
HR-8, 12 = High Residential 8, 12
INST = Institutional
CL = Commercial Low
CL/2 = Commercial Low/Low Res. 2
CL/5 = Commercial Low/Med. Res. 5
CLX = Commercial Low w/ Crosshatch
CLX/5 = Com. Low w/ Cross./Med. Res. 5
CL-O = Commercial Low-Office
CH = Commercial High
CH/1 = Commercial High/Low Res. 1
CH/5 = Commercial High/Med. Res. 5
CH/8 = Commercial High/High Res. 8
PARK = Park
UI = Urban Infill
UT = Utilities & Transportation

EXHIBIT C
City of Greenacres and Palm Beach County
Fire Rescue Services

EXHIBIT C - Fire Rescue Services

In accordance and compliance with Section 171.203(8)(a), Florida Statutes, the County and the City set forth in this Fire Rescue Exhibit their agreement regarding the provision of fire and emergency medical services to any lands that are annexed by the City within the municipal service area as defined in the Agreement. Upon annexation of any such lands, fire rescue services shall be provided to any and all said annexed lands (herein singularly and collectively referred to as "Annexed Areas") as set forth in this Fire Rescue Exhibit.

The County and the City agree that upon annexation, Annexed Areas shall no longer be included as part of the County's Fire/Rescue MSTU. Accordingly, upon annexation of any areas, the City shall assume ultimate authority over the provision and supervision of fire rescue services to said Annexed Areas; and the City and the County hereby contract for the County, through its Fire/Rescue MSTU, to provide emergency response fire rescue services to the Annexed Areas as set forth herein.

1. Emergency Response Fire Rescue Services: The County will continue to provide all emergency response fire rescue services to Annexed Areas, for the term set forth in Section 9 hereof, including fire suppression, emergency medical and transport services, special operations, hazardous materials response and mitigation, emergency response communications, and confined space and dive rescue.

Notwithstanding the City's ultimate authority and responsibility for the oversight of services provided hereunder, the rendition of County services, standards of performance, supervision and discipline of County officers and County employees, and all other matters incidental to County's control of its personnel and the performance of its services, including but not limited to equipment, facilities, operations, levels of service, agreements for automatic/mutual aid, and implementation of its policies and procedures, shall reside with the County. The County shall exercise control over the means and manner in which it and its employees perform County services hereunder.

2. Non-Emergency Fire Rescue and Fire Prevention Services: The County shall not provide any non-emergency fire rescue and fire prevention services to Annexed Areas, including but not limited to any inspection services, plan reviews, fire code enforcement, fire/arson investigations, and community education programs. The City shall provide all non-emergency fire rescue and fire prevention services to Annexed Areas and shall have all fire safety responsibilities therein, including implementation and enforcement of the Florida Fire Prevention Code, and any City local amendments thereto, as the Authority Having Jurisdiction.

3. Annual Fire Rescue Service Price: By December 1st of each year, the City shall pay to the County an annual fire rescue service price for the fire rescue services provided by the County hereunder. The annual fire rescue service price to be paid by the City to the County shall be calculated and invoiced by the County by October 15th each year by multiplying the total of the taxable property values of all the Annexed Areas, as certified by the Property Appraiser's Office on July 1 of each said year, times the millage rate for the Fire/Rescue MSTU that was adopted by the Board of County Commissioners for the upcoming fiscal year. The annual fire rescue service price calculation shall not include an Annexed Area until after the fiscal year funded by the last tax year during which said Annexed Area was on the County Fire/Rescue MSTU's tax roll. For the final fiscal year of County services hereunder, the contract price shall be prorated to reflect the months of County service in the final fiscal year, based on the expiration or termination of services

date determined in accordance with Section 9 hereof. Following the City's payment of all annual contract payments due hereunder, including for the final fiscal year of County services, the City's obligation to pay an annual fire rescue service contract payment to the County hereunder shall cease.

The County shall invoice the City by October 15th each year. All payments are due on December 1st and shall be considered delinquent if not received by the County within ten (10) business days after the due date. Thereafter, the County may impose interest on overdue amounts in accordance with Section 218.335, Florida Statutes.

4. Other Revenue:

A. The parties acknowledge and agree the County may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or benefitting therefrom, in accordance with the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998, as set out in Chapter 11, Article VII, of the Palm Beach County Code, as it may be modified from time to time.

B. The parties acknowledge and agree the County may invoice, collect, and retain fees from those persons receiving County emergency transport services pursuant to the transport fee schedule set forth in Chapter 13, Article II, Division 3, of the Palm Beach County Code, as it may be amended from time to time.

C. In addition, the City agrees to take all action necessary to ensure that the County is lawfully empowered to invoice and collect the fees described above.

5. Annual Appropriation: Each party's performance and obligation to pay hereunder is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.

6. Emergency medical services: Emergency medical services (EMS) provided by the County hereunder shall be governed by and subject to Chapter 13, Article II, Division I, of the Palm Beach County Code, and the rules and regulations promulgated thereunder, all as may be amended from time to time. The City shall take any and all action necessary to facilitate the delivery of EMS services by County hereunder.

7. Relationship of Employees: Nothing herein shall be construed to make any officer, employee or agent of either party an officer, employee or agent of the other party for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties have entered into a written agreement expressly authorizing such.

8. Liability: The parties and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Each party shall be responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

9. Term: The County's provision of fire rescue services under this Fire Rescue Exhibit shall continue for four (4) years from the annexation date of the first Annexed Area; provided, however,

that the County may sooner terminate its services under this Fire Rescue Exhibit, with or without cause, upon ninety (90) written notice to the City. At 11:59 p.m. on said expiration or termination of services date, the County's provision of fire rescue services hereunder shall terminate. At such time, the County shall have no further responsibility for any fire rescue services to any Annexed Areas (other than through a mutual aid agreement duly executed by the parties), and the City shall have full responsibility for providing all fire rescue services to all Annexed Areas within the municipal service area as defined in the Agreement.

10. Assignment of Rights: Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth herein to any other entity without the prior written consent of the other party.

11. Governmental Powers: Nothing contained herein shall be construed to constitute a transfer of powers or functions pursuant to Article VIII, Section 4, of the Florida Constitution, or in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers, or any other powers or functions of either party. Notwithstanding anything contained herein, the City has the ultimate authority over the provision and supervision of fire rescue services to and within the City. The parties acknowledge that this is also an interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, or City officials.

12. Representatives: For purposes of the fire rescue services provided hereunder, the County's representative shall be the Fire Rescue Administrator whose telephone number is 561-616-7001, and the City's representative shall be the City Manager whose telephone number is 561-642-2017.

13. Notices: If a notice provided by either party under the Agreement, including this Fire Rescue Exhibit, relates to or in any way impacts fire rescue services, then a duplicate copy of such notice shall be provided at the same time to the following:

As to the County:
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411-3815

As to the City:
City Manager
City of Greenacres
5800 Melaleuca Lane
Greenacres, Florida 33463

Furthermore, the City Manager shall promptly inform the County Fire Rescue Administrator of all planned annexations within the municipal service area as defined in the Agreement. For all notices relating to annexations provided to the County pursuant to the Agreement or otherwise pursuant to the annexation process or law, the City also shall provide a duplicate copy to the County Fire Rescue Administrator at the same time.

14. Conflict Resolution: Any dispute or conflict between the parties that arises from the provision of fire rescue services hereunder shall be presented in writing to the respective

representatives named herein. Said representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict, including the processing of an amendment to this Fire Rescue Exhibit if warranted.

ORDINANCE NO. 2022-025

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF GREENACRES TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES AND SERVICES IN ADVANCE OF ANNEXATION; AUTHORIZING THE MAYOR OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary changes that maintain cost-effective service delivery, assist in the elimination of enclaves, pockets, and finger-like areas and ensure consistency between municipal and county land use; and

WHEREAS, Chapter 171, Part II, F.S., as amended, establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, Section 163.3171(3), F.S., authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter 163, Part II, the Local Government Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, Palm Beach County and the City of Greenacres complied with the procedural requirements contained in Chapter 171, Part II, F.S., and have negotiated an interlocal service boundary agreement; and

WHEREAS, the Board of County Commissioners deems it in the best interest of Palm Beach County to enter into an Interlocal Service Boundary Agreement with the City of Greenacres, included in Exhibit "I" attached hereto and incorporated herein; and

WHEREAS, Section 171.203 (14), F.S., requires that both the county and municipality adopt the interlocal service boundary agreement by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Adoption of Interlocal Service Boundary Agreement

The Board of County Commissioners hereby adopts the Interlocal Service Boundary Agreement with the City of Greenacres which is attached hereto as Exhibit 1, in accordance with

43 Chapter 171.203, F.S., to provide a process for a streamlined annexation and land use amendment
44 process, and schedule for properties within the area identified in Exhibit A and to designate the
45 service provider(s). The Mayor of the Board of County Commissioners is hereby authorized to
46 sign the interlocal agreement on behalf of the County.

47 **Section 2. Severability**

48 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
49 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
50 holding shall not affect the remainder of this Ordinance.

51 **Section 3. Captions**

52 The captions, section headings, and section designations used in this Ordinance are for
53 convenience only and shall have no effect on the interpretation of the provisions of this
54 Ordinance.

55 **Section 4. Effective Date**

56 The provisions of this Ordinance shall become effective upon filing with the Department
57 of State.

58 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
59 County, Florida, on this the 13 day of September, 2022

61 Joseph Abruzzo, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA,
BOARD OF COUNTY COMMISSIONERS

62 By: 
63 Deputy Clerk

By: 
Robert S. Weinroth, Mayor

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71 APPROVED AS TO FORM AND
72 LEGAL SUFFICIENCY

73 By: 
74
75 County Attorney
76
77

78
79 EFFECTIVE DATE: Filed with the Department of State on the 15th day of
80 September, 2022
81

Exhibit 3 Correspondence
