

RESOLUTION NO. 16.04.06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT PERTAINING TO THE NORTHLAKE BOULEVARD OVERLAY TASK FORCE, BY AND BETWEEN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS, AND THE TOWN OF NORTH PALM BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of North Palm Beach, the City of Palm Beach Gardens, Palm Beach County and the Town of Lake Park previously entered into an Interlocal Agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997, pursuant to Resolution No. 97-1156), (hereinafter referred to as the "Agreement"); and

WHEREAS, the original Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20, 1998 (R-98-1378D), by the Second Amendment to the Agreement which was effective on August 22, 2000 (R-2000-1182), by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394), and by the Amendment to the Amended and Restated Agreement, which was effective on September 13, 2005; and

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local government units to enter into agreements to cooperate with other localities to best serve the needs of the local communities; and

WHEREAS, the Task Force has, in accordance with the Agreement, facilitated the development of the Northlake Corridor Streetscape Plan and the Northlake Corridor Overlay Zoning District regulations; and

WHEREAS, the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County have adopted the Northlake Corridor Streetscape Plan (hereinafter referred to as the "Plan") and have adopted the Northlake Boulevard Overlay Zoning District regulations (hereinafter referred to as "NBOZ"); and

WHEREAS, the Task Force has received a Municipal Planning Organization grant for the completion of Phase 1 and Phase 2 of the Plan; and

WHEREAS, the Town also adopted the Plan but the Town was subsequently deleted from the Agreement after the Town Commission passed a Resolution withdrawing from the Task Force; and

WHEREAS, the Town seeks to rejoin the Task Force and has agreed to adopt the NBOZ regulations.

WHEREAS, the Town and the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County, have agreed to be bound by the terms and provisions of the Second Amendment to the Amended and Restated Interlocal Agreement, a copy of which is attached hereto as **Exhibit "A"**; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK:**

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

On behalf of the Town of Lake Park, Florida, the Mayor is hereby authorized and directed to execute the Second Amendment to the Amended and Restated Interlocal Agreement, attached hereto as **Exhibit "A"**, by and between the Town of Lake Park, and the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County, pursuant to which the Town of Lake Park rejoins the Northlake Boulevard Task Force and adopts the NBOZ regulations as provided therein.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Commissioner Osterman, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR <i>Ed Daly</i>	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER <i>Chuck Balius</i>	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 16.04.06 duly passed and adopted this 5th day of April, 2006.

TOWN OF LAKE PARK, FLORIDA

BY: *Paul W. Castro*
PAUL W. CASTRO
MAYOR

ATTEST:

Vivian Mendez
Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: *Thomas J. Baird*
THOMAS J. BAIRD
TOWN ATTORNEY

SECOND AMENDMENT TO
AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF
PALM BEACH GARDENS AND PALM BEACH COUNTY ADDING
TOWN OF LAKE PARK AS A PARTICIPANT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY ADDING TOWN OF LAKE PARK AS A PARTICIPANT (hereinafter referred to as "Amendment") is made and being entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY") and TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK").

WHEREAS, NORTH PALM, GARDENS, COUNTY and LAKE PARK previously entered into an interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997 (R-97-1156), said agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, said Agreement was subsequently amended by First Amendment to Agreement which was effective on August 20, 1998 (R-98-1378D) and by Second Amendment to Agreement which was effective on August 22, 2000 (R-2000-1182), Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-

0394) and Amendment to Amended and Restated Agreement, which was effective on September 13, 2005; and

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local government units to enter into agreements to cooperate with other localities to best serve the needs of the local communities; and

WHEREAS, the Task Force has, in accordance with the Agreement, facilitated the development of the Northlake Corridor Streetscape Plan and the Northlake Corridor Overlay Zoning District regulations; and

WHEREAS, NORTH PALM, the GARDENS and the COUNTY have adopted the Northlake Corridor Streetscape Plan (hereinafter referred to as the "Plan") and have adopted the Northlake Boulevard Overlay Zoning District regulations (hereinafter referred to as "NBOZ"); and

WHEREAS, the Task Force has received a Municipal Planning Organization grant for the completion of Phase 1 and Phase 2 of the Plan.

WHEREAS, LAKE PARK also adopted the plan but subsequently was deleted from the Agreement after it passed a resolution withdrawing from the Task Force.

WHEREAS, LAKE PARK seeks to rejoin the Task Force and has agreed to adopt the NBOZ regulations.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, LAKE PARK and the COUNTY hereby adopt this Second Amendment to the Amended and Restated Agreement as follows:

Part 1. The Agreement is hereby amended as is shown in Part 1 of the Amendment. Changes are indicated by strikethrough and underline. The portions of the Agreement that have not been changed are shown for informational purposes.

Section 1. REPRESENTATIONS

The facts, statements, and recitals heretofore set forth are true and correct and are hereby incorporated in this Agreement by reference:

Section 2. APPOINTMENT OF TASK FORCE REPRESENTATIVES

The Task Force shall consist of six-~~(6)~~ eight (8) representatives, with NORTH PALM, GARDENS, LAKE PARK, and the COUNTY (hereinafter each a "Participant" and jointly "Participants") each appointing two (2) regular representatives to the Task Force, at least one of whom must be an elected official of the appointing Participant. Each Participant shall also appoint two (2) alternate representatives. Each Participant shall appoint representatives and alternates following the same formal procedure the Participant uses for board or commission appointments.

Section 3. QUORUM AND VOTING OF TASK FORCE REPRESENTATIVES.

A quorum of the Task Force shall be necessary for it to conduct any business and shall consist of at least one representative (regular or alternate) from each Participant and a total of at least four ~~(4)~~ five (5) representatives present. Each regular representative shall have one vote. An alternate representative shall sit on behalf of the appointing Participant and have a vote when one (1) of the regular representatives of such Participant is absent. A majority of those present shall be required to pass a

motion, except that any recommended plan must be approved by a majority which includes at least one representative from (3) of the Participants.

Section 4. AUTHORITY OF TASK FORCE REPRESENTATIVES.

A. NORTH PALM, GARDENS, LAKE PARK and COUNTY each authorize their respective representatives to participate in the Task Force and to take such actions as may be necessary to implement the Plan adopted by the governing bodies of the Participants, and to review and propose amendments to the Plan as deemed necessary by the Task Force.

B. To this end, Task Force representatives are authorized to meet as necessary and to contract for such professional assistance as they deem necessary to facilitate the completion of their task, within the limits of the funding provided herein. In each instance where it becomes necessary to retain professional assistance, the Task Force first shall seek such professional assistance from staff employed or consultants retained by the Participants before deciding to retain "outside" staff or consultants. Costs for such professional assistance shall be born equally by the Participants.

The Task Force shall submit a proposed budget no later than May 1st of each year for each governing body's consideration to fund activities for the ensuing fiscal year.

The Task Force agrees that the adopted Plan will be implemented in various phases, and that the timing of the completion of individual phases shall be accomplished in the following initial sequence: Phase 1, Phase 2, and Phase 4. The participants further agree that nothing in this Agreement shall preclude any individual

Participant from constructing or causing to be constructed any portion of the median beautification project at any time, as long as the installation is constructed in accordance with the adopted Plan.

C. The Gardens, North Palm Beach and County have adopted the NOBOZ regulations. Lake Park agrees to adopt the NBOZ regulations.

Section 5. Financial Obligations

A. Each member Participant hereby pledges its support to the implementation of the adopted Plan and the construction of the beautification improvements.

B. To the extent permitted by law, and subject to the annual appropriation of funding by each member, the Participants intend to commit to contributing an equal share to secure implementation and completion of all phases of the Plan within ten years from the date of this Agreement or upon completion of all phases of the Plan, whichever occurs first. In kind services, as approved by the Task Force, may be substituted for monetary contributions.

Section 6. TERM OF AGREEMENT

A. This Agreement shall continue through September 30, 2010, but may be extended by written instrument of the Participants.

B. Any Participant party may withdraw from this Agreement upon thirty (30) days' written notice to the other parties, thereby relieving the withdrawing Participant party of all obligations and benefits arising out of this Agreement.

Section 7. GENERAL TERMS AND CONDITIONS

A. This Agreement sets forth all the rights, responsibilities and obligations of the members Participants to each other, represents the entire understanding of the members, and supersedes all other negotiations, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement cannot be changed, altered, amended or modified except by written instrument signed by the duly authorized representatives of the parties Participants adopted and approved by all parties Participants in the same manner as the Agreement.

B. The headings given to the Section herein are inserted only for convenience and are no way to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

C. This Agreement is authorized by Section 163.01 Fla. Statutes, being a joint exercise of power shared in common which any municipality could exercise separately. This Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida, upon execution by all of the members.

D. Nothing stated in this Agreement shall be construed to give any rights or benefits of any member Participant to this Agreement to anyone other than the above listed members, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and the exclusive benefit of the members Participants, and not for the benefit of any other.

E. This Agreement may not be assigned by any member Participant.

F. This document can be signed in counterparts.

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

H. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed 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, so far as possible.

I. Any portion of the Interlocal Agreement not contained in this Agreement is hereby repealed.

J. All actions taken by the Task Force pursuant to the Interlocal Agreement and amendments thereto remain in full force and effect.

K. The adoption of this Agreement does not affect the status of representatives of each of the Participants currently appointed to the Task Force.

L. This Agreement shall become effective upon a Resolution being enacted by NORTH PALM and GARDENS, each authorizing its respective Mayor and Clerk to execute this Agreement, and upon approval by the Board of County Commissioners of COUNTY.

Part 2. Except as expressly set forth herein, all terms and conditions in the Agreement shall remain in full force and effect.

Part 3. This Amendment shall become effective upon a Resolution being enacted

by NORTH PALM, GARDENS and LAKE PARK, each authorizing its respective Mayor and Clerk to execute this Amendment, and upon approval by the Board of County Commissioners of COUNTY.

Part 4. This Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida upon execution by all Participants.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed this ____ day of _____, 2006.

ATTEST:

CITY OF PALM BEACH GARDENS

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: _____
Village Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

ATTEST:

TOWN OF LAKE PARK

By: Union Mendy
Town Clerk

By: Paul [Signature]
Mayor

TOWN OF LAKE PARK
SEAL
FLORIDA APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

ATTEST:

PALM BEACH COUNTY, FLORIDA

By: _____
Clerk

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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