RESOLUTION NO. 19-05-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE VILLAGE OF NORTH PALM BEACH PERTAINING TO THE VILLAGE OF NORTH PALM BEACH'S SUMMER CAMP PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter "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, due to lack of Recreation Department staff the Town will be unable to host its annual summer camp program during the summer of 2016; and

WHEREAS, the Town Manager met with the North Palm Beach Village Manager for the purpose of entering into an arrangement to enable children residing within the Town and who meet certain income guidelines to attend the 2016 summer camp program of the Village of North Palm Beach (hereinafter "Village") at the Village's resident rate and to develop an Interlocal Agreement setting forth the terms and conditions for such arrangement; and

WHEREAS, the Town Commission has reviewed the Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach Pertaining to the Village of North Palm Beach's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and has determined that it is in the best interest of the Town to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach Pertaining to the Village of North Palm Beach's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A.**

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

	AYE	NAY
MAYOR JAMES DUBOIS	✓	
VICE-MAYOR KIMBERLY GLAS-CASTRO	✓	
COMMISSIONER ERIN FLAHERTY	✓	
COMMISSIONER ANNE LYNCH	✓	
COMMISSIONER MICHAEL O'ROURKE	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 19-05-16 duly passed and adopted this 4th day of May, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

Exhibit "A"

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE VILLAGE OF NORTH PALM BEACH PERTAINING TO THE VILLAGE OF NORTH PALM BEACH'S SUMMER CAMP PROGRAM

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of May, 2016 by and between the Village of North Palm Beach, a municipal corporation of the State of Florida ("Village") and the Town of Lake Park, a municipal corporation of the State of Florida ("Town"). The Village and the Town are hereinafter referred to collectively as the Parties.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Parties executing this Agreement desire to cooperate to provide summer camp programs to the children of the Town; and

WHEREAS, the Agreement would permit income qualified children from the Town to participate in the Village's summer camp program at the same rate paid by Village residents.

NOW THEREFORE, the Parties, in consideration of the mutual benefits flowing from each to the other, do thereby agree as follows:

ARTICLE 1. PURPOSE

The Town and the Village are entering into this Agreement to permit residents of the Town to participate in the Village's Summer Camp Program at the Village resident rate of $200.00 per week during the summer.

ARTICLE 2. RESPONSIBILITIES OF THE TOWN AND VILLAGE

a. The Town shall pre-qualify campers who are income eligible ("Eligible Town Campers") and notify the Village of the names of such campers.

b. The Village shall make available to Eligible Town Campers, on a first-come, first served space available basis, its Summer Day Camp program (for children ages 7 through 12) and its Teen Adventure Camp program (for children ages 13 through 15) (collectively "Camp Programs") at the $200.00 per week rate paid by Village residents.

c. Eligible Town Campers shall sign up for the Village's Camp Programs with the Village's Park and Recreation Department and make payments in the same manner as any other camper. Eligible Town campers shall pay $100.00 per week for each week

of participation in the Camp Programs. The Town shall pay a subsidy of $100.00 per week for all eligible Town campers. The Village shall notify the Town of all payments made by Eligible Town Campers, and the Town shall pay its portion within five (5) business days of receipt of such notice.

SECTION 3. TERM

This Agreement shall be effective on the date it is executed by both parties and shall remain in effect until July 31, 2016, or until such time as each party has completed its obligations pursuant to this Agreement, whichever shall last occur.

SECTION 4. INDEMNIFICATION

The Town shall indemnify, defend and hold harmless the Village against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement, to the extent permitted by law. The Village shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of the Village's negligence in connection with this Agreement, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity for any party beyond the limits set forth in Section 768.28, Florida Statutes.

SECTION 5. MISCELLANEOUS PROVISIONS

a. *Joint Preparation.* The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against any of the Parties.

b. *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 or successors; but no person not a direct party to this Agreement shall be or be deemed to be a legally-entitled third-party beneficiary hereof.

c. *Non-Assignment.* This Agreement may not be assigned by the Town or the Village without the prior written consent of both parties.

d. *Governing Law and Venue.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.

e. *Waiver.* No delay or failure by the Town or the Village in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.

f. *Termination*. This Agreement may be terminated, with or without cause, by either party by providing ten (10) days' written notice to the other party. Notwithstanding termination of the Agreement, any Eligible Town Camper enrolled in a Village Camp Program shall be permitted to complete all sessions for which payment has already been remitted to the Village by both the Eligible Town Camper and the Town.

g. *Notice.* All formal notices affecting the terms or provisions of this Agreement shall be in writing and delivered in person or sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnishes other written instructions for such other notice delivery.

For Town of Lake Park	**For Village of North Palm Beach:**
John D'Agostino, Town Manager 535 Park Avenue Lake Park, Florida 33403	James P. Kelly, Village Manager 501 U.S. Highway One North Palm Beach, Florida 33408

h. *Entire Agreement.* This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals, or agreements, either oral or written, between the municipalities hereto and not herein contained. No amendment or modification of this Agreement shall be binding unless approved by each of the parties' respective governing bodies and reduced to writing, executed, delivered, and filed with the Clerk of the Circuit Court of Palm Beach County with the same formalities as this Agreement.

IN WITNESS WHEREOF, each of the parties has authorized and caused this Agreement to be made and executed in triplicate (one for each party and one for filing).

ATTEST:

By: _____
Vivian Mendez, CMC
Town Clerk

TOWN OF LAKE PARK

By: _____
Mayor James DuBois

Date: May 4, 2016

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Thomas J. Baird, Town Attorney

ATTEST:

By: _____
Melissa Teal, MMC
Village Clerk

VILLAGE OF NORTH PALM BEACH

By: _____
David Norris, Mayor

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Leonard G. Rubin, Village Attorney