

RESOLUTION NO. 29-08-09

**A RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY APPROVING AN
INTERLOCAL AGREEMENT WITH THE TOWN OF
LAKE PARK AND DIRECTING THE CHAIR TO
EXECUTE SAME**

WHEREAS, the Town Commission of the Town of Lake Park, Florida (the "Town") has previously created the Town of Lake Park, Florida Community Redevelopment Agency (the "CRA"), pursuant to Section 163.356, *Florida Statutes*; and

WHEREAS, to the extent permitted by Section 163.358, *Florida Statutes*, the Town has previously delegated to the CRA the Town's community redevelopment powers under Part III of Chapter 163, *Florida Statutes* (the "Act"), and the CRA has all of the statutory powers conferred upon it by Section 163.370, *Florida Statutes*, including the power and authority to enter into contracts or interlocal agreements with other public entities to borrow money and accept loans and any other form of financial assistance from such public entities for the purposes of the Act.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF
THE TOWN OF LAKE PARK, FLORIDA COMMUNITY REDEVELOPMENT
AGENCY, AS FOLLOWS:**

Section 1. The form of the interlocal agreement (the "Interlocal Agreement") with the Town, in substantially the form submitted to this meeting, be and the same is hereby approved. The Chair or the Vice-Chair is hereby authorized and directed to execute, and the Agency Clerk, or any Deputy Agency Clerk to attest, the Interlocal Agreement and to deliver the same to the Town substantially in the form presented to this meeting, but with such changes, insertions and omissions (upon advice of the Agency Attorney and Bond Counsel) as shall be approved by the Chair or Vice-Chair (such approval to be conclusively evidenced by the execution and delivery thereof), and the Agency Clerk, or any Deputy Agency Clerk is hereby authorized and directed to affix and attest the seal of the Agency thereto.

Section 2. This Resolution shall take effect immediately upon its adoption.

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

	AYE	NAY
CHAIR DESCA DUBOIS	<u>Absent</u>	_____
VICE-CHAIR JEFF CAREY	<u>✓</u>	_____
BOARD MEMBER ED DALY	<u>✓</u>	_____
BOARD MEMBER PATRICIA OSTERMAN	<u>✓</u>	_____
BOARD MEMBER KENDALL RUMSEY	<u>✓</u>	_____
BOARD MEMBER CHRISTIANE FRANCOIS	<u>Absent</u>	_____
BOARD MEMBER MICHELLE SUITER	<u>✓</u>	_____

The Community Redevelopment Agency thereupon declared the foregoing Resolution NO. 29-08-09 duly passed and adopted this 5 day of August, 2009.



TOWN OF LAKE PARK, FLORIDA
BY: Jeffery Carey
DESCA DUBOIS
CHAIR

ATTEST: **FLORIDA**

Vivian Mendez Lemly
VIVIAN MENDEZ LEMLY
AGENCY CLERK

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
AGENCY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK, FLORIDA
AND THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT is made and entered into this 5 day of August 2009 by and between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN") and the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, a Florida public agency established pursuant to Chapter 163, Part III, Florida Statutes (hereinafter referred to as "CRA").

WITNESSETH:

WHEREAS, the CRA is making certain land acquisitions (hereinafter referred to as "LAND ACQUISITIONS") and undertaking certain improvements (hereinafter referred to as "IMPROVEMENTS") which are within the community redevelopment area of the TOWN; and

WHEREAS, the TOWN believes that the LAND ACQUISITIONS and IMPROVEMENTS serve a public purpose, and wishes to support the LAND ACQUISITIONS and IMPROVEMENTS by providing a loan to the CRA; and

WHEREAS, after completion of the IMPROVEMENTS, the CRA shall be responsible for the subsequent maintenance of the IMPROVEMENTS and related LAND ACQUISITIONS.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein.
2. The TOWN agrees to provide the CRA with a loan in amount of \$940,000 (hereinafter referred to as "CRA-LOAN").
3. The TOWN is obtaining the funds with which to make the CRA-LOAN from a loan (the "TOWN-LOAN") the TOWN is obtaining from a bank.
4. In consideration for the CRA-LOAN the CRA agrees to assume all responsibility

for the acquisition of the LAND ACQUISITIONS and for the design, bidding, contact preparation, and contract administration necessary for the IMPROVEMENTS, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable statutes and permitting requirements in the selection of contractors and the installation of the IMPROVEMENTS.

5. The CRA shall obtain or provide all labor and materials necessary for the design and installation of the IMPROVEMENTS. The CRA also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully funded by the CRA-LOAN set forth in Paragraph 2, above.
6. As it relates to this Interlocal Agreement, and upon providing reasonable notice, the TOWN may initiate a financial systems analysis and/or an internal fiscal control evaluation of the CRA's use of the proceeds from the CRA-LOAN by an independent auditing firm employed by the TOWN at any time TOWN deems necessary.
7. The CRA shall be responsible for the subsequent maintenance of the IMPROVEMENTS and related LAND ACQUISITIONS. The CRA shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional agency or local government if any are required for the IMPROVEMENTS and related LAND ACQUISITIONS.
8. The CRA shall make payments to the TOWN from legally available moneys of

the CRA in such amounts and at such times as shall correspond to the TOWN's debt service payment obligations on the portion of the TOWN-LOAN that was used to fund the CRA-LOAN. The TOWN will provide the CRA with the applicable debt service payment schedule. Nothing in this Interlocal Agreement shall be construed to compel the ad valorem taxing power of the TOWN, Palm Beach County, Florida or any political sub-division of the State of Florida or taxation in any form of any property therein to pay the CRA-LOAN.

9. Each party shall be liable for its own actions and negligence and to the extent permitted by law the CRA shall indemnify, defend and hold harmless the TOWN against any actions, claims or damages arising out of the CRA's negligence in connection with this Interlocal Agreement or the performance by the CRA as it may relate to this Interlocal Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.
10. Pursuant to this Agreement, the CRA shall, maintain in force its status as an insured governmental special district, and shall provide evidence of this insurance prior to the TOWN's execution of this Interlocal Agreement.
11. The CRA may require each contractor engaged by the CRA for work associated with the IMPROVEMENTS to maintain Worker's Compensation coverage in accordance with Florida Statutes, and;
 - a. Commercial General Liability coverage, including vehicle coverage, in

combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The TOWN shall be included in the coverage as an additional insured.

- b. A payment and performance bond for the total amount of the IMPROVEMENTS in accordance with Florida Statute 255.05.
12. In the event of termination of this Interlocal Agreement, the CRA shall not be relieved of any liability for damages sustained by the TOWN by virtue of any breach of the Interlocal Agreement by the CRA.
13. The TOWN and CRA agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Interlocal Agreement.
14. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.
15. This Interlocal Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Interlocal Agreement shall be held in Palm Beach County.
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Interlocal Agreement shall be born by the respective parties; provided, however, that this clause pertains only to the parties to its Interlocal Agreement.
17. Except as expressly permitted herein to the contrary, no modification,

amendments, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

18. Each party agrees to abide by all applicable governmental codes, laws, orders, rules and regulations.
19. Neither party shall be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party of the liability limits established in Section 768.28, Florida Statutes.
20. This Interlocal, Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
21. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.370, Florida Statutes and constitutes an interlocal agreement between the TOWN and the CRA pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes).

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IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement and it is effective on the date first above written.

LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY

TOWN OF LAKE PARK, FLORIDA

Jeffery Carey

CLERK
TOWN OF LAKE PARK
SEAL

Jeffery Carey

MAYOR

By: *Virginia M. Lemley*

AGENCY CLERK

ATTEST:
By: *Virginia M. Lemley*

TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*

AGENCY ATTORNEY

By: *[Signature]*

TOWN ATTORNEY

Date: *August 5, 2009*

Date: *August 5, 2009*
