

Treasurer Coast Regional
Resolution 38-06-17

intended for the
CRA Board but written
for the Commissioner.

Therefore the document
is not legal and a
new Resolution was
written for the CRA
Board.

Resolution 38-06-17

not binding or legal

Vivian Mendez
Town Clerk

June 12, 2017

RESOLUTION NO. 38-06-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN A MARKETING AND BRANDING INTERLOCAL AGREEMENT ON BEHALF OF THE CRA. SUCH INTERLOCAL AGREEMENT WILL HAVE A POSTIVE IMPACT ON BRANDING THE TOWN AS WELL AS THE CRA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Council is permitted to provide services to the Town as it is established by the state of Florida and considered a public agency in accordance with state law; and

WHEREAS, funding for a market assessment and marketing/branding plan for the Town's Community Redevelopment Agency (herein referred to as "CRA") is included within the CRA's adopted Fiscal Year 2017 Annual Budget; and

WHEREAS, the Town and the Council desire to enter into this Agreement to facilitate the development of a market assessment and marketing/branding plan for the CRA.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the Town in the development of a market assessment and marketing/branding plan for the CRA.
- B. The Town and the Council agree to act in a spirit of mutual cooperation and good faith

in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Community Redevelopment Authority of the Town of Lake Park and the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Treasure Coast Regional Planning Council and the Town, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County.

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF LAKE PARK
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement (herein referred to as "Agreement") is entered in this ____ day of _____ 2017 by and between the Town of Lake Park (herein referred to as "Town") and the Treasure Coast Regional Planning Council (herein referred to as "Council"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes; collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Council is permitted to provide services to the Town as it is established by the state of Florida and considered a public agency in accordance with state law; and

WHEREAS, funding for a market assessment and marketing/branding plan for the Town's Community Redevelopment Agency (herein referred to as "CRA") is included within the CRA's adopted Fiscal Year 2017 Annual Budget; and

WHEREAS, the Town and the Council desire to enter into this Agreement to facilitate the development of a market assessment and marketing/branding plan for the CRA.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the Town in the development of a market assessment and marketing/branding plan for the CRA.
- B. The Town and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Town Commission of the Town of Lake Park and the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Council and the Town, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 3. SCOPE OF SERVICES

- A. The Council shall fully perform the obligations, as specified by the Town, under the Scope of Work contained in Attachment A of this Agreement to the satisfaction of the Town.
- B. The Town shall:
 - 1. Provide all available files, data, maps, and information as requested by the Council.
 - 2. Provide all necessary public notice as required by Florida Statutes.
 - 3. Provide venues for all public workshops and meetings.
 - 4. Process all requests for reimbursement in a timely manner.
- C. Both the Town and the Council agree to be governed by applicable State and Federal laws, rules and regulations in the performance of their respective obligations under this Agreement.

SECTION 4. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the scope of work as identified in Attachment A. As consideration for performance of work rendered under this Agreement, the Town

agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment A, as selected by the Town, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), film processing, mail, couriers and other costs related to the services provided.

- B. The satisfactory completion of deliverables by the Council, as accepted by the Town, shall be considered the Council's request for payment according to the schedule contained in Attachment A.

SECTION 5. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees and agents.

SECTION 6. INDEMNIFICATION

The Parties to this Agreement shall, to the extent permitted by law, save, defend, reimburse, indemnify, and hold harmless each other, and each other's respective officers, employees, servants or agents from its own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. TERM; TERMINATION

This Agreement shall commence on the Effective Date and shall remain in full force and effect until all deliverables are complete as identified in the Scope of Work and schedule contained in Attachment A, and accepted by the Town, unless terminated earlier. This Agreement may be terminated for convenience by either party by providing 30 days written

notice as required by Section 9, to the other party. The Town shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 8. NOTICE AND CONTACT

All notices required by this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Town:

John D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

For The Council:

Michael J. Busha, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, Florida 34994

SECTION 9. REMEDIES

No remedy herein conferred upon the Parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 10. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 11. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

SECTION 12. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Town or the Council.

SECTION 13. EQUAL OPPORTUNITY PROVISION

The Town and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 14. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 15. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 16. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. Modifications of this Agreement may be requested by the Town or the Council. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by the Town and the Council and attached to the original Agreement.

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ATTACHMENT A

LAKE PARK CRA MARKET ASSESSMENT & MARKETING/BRANDING PLAN		
TASK	EST. TIMEFRAME	FEE
<p>(1) DUE DILIGENCE REVIEW</p> <p>General review and assessment of relevant CRA documents to determine approach, regulatory framework, entitlements, densities & priorities, including:</p> <ul style="list-style-type: none"> • CRA Plan • Comprehensive Plan • Land Development Regulations • Preliminary Field Work • Work Session 1 with Town Staff 	Month 1	\$ 2,500
<p>(2) MARKET ASSESSMENT</p> <p>Working with a land development economist, prepare market assessment and economic development analysis, including:</p> <ul style="list-style-type: none"> • Demographic & Economic Profile • Real Estate Market Trends & Conditions • Market Demand/Absorption Potentials • Field Work to Assess Conditions <p>DELIVERABLE:</p> <p>→ Technical Memorandum 1 summarizing findings of demographic and economic profile, real estate market conditions and preliminary market demand/absorption potentials. This will be completed prior to stakeholder interviews and to inform TCRPC work session in Task 3. Remaining tasks in market assessment to be completed after interviews.</p>	Months 2-3	\$ 9,500
<p>(3) STAKEHOLDER INTERVIEWS & FOCUS GROUPS</p> <p>Conduct up to 20 interviews/focus group(s) with elected officials, business and property owners, citizen/neighborhood representatives, investors and real estate professionals to further inform market findings/potentials, business retention and development opportunities and recommended economic/regulatory options. Town to provide meeting room for interviews.</p> <ul style="list-style-type: none"> • Conduct site/area reconnaissance • Conduct up to 20 stakeholder interviews/focus group(s) • Work Session 2 with Town Staff to Review Preliminary Findings <p>DELIVERABLE:</p> <p>→ Technical Memorandum 2 summarizing key findings from interviews & field work</p>	Months 2-3	\$ 12,750

<p>(4) PUBLIC WORKSHOP</p> <p>Facilitate public workshop to review preliminary findings, target market & metrics (e.g., market potentials, retail leakage, target markets, economic/regulatory gaps), potential economic/regulatory options, and determine priorities per Town Commission.</p> <ul style="list-style-type: none"> • Public workshop with Town Commission, CRA Board, other stakeholders as identified by Town Staff • Town to provide advertising, workshop venue, and refreshments <p>DELIVERABLES:</p> <ul style="list-style-type: none"> → Workshop presentation (power point format) → Technical Memorandum 3 providing summary of workshop public input, findings, and preliminary recommendations 	Month 4	\$ 16,000
<p>(5) PRESENTATION OF DRAFT MARKET ASSESSMENT & MARKETING/BRANDING PLAN</p> <p>Presentation of DRAFT Market Assessment & Marketing/Branding Plan, with summary of findings and recommendations, to Town staff and Town Commission/CRA Board</p> <ul style="list-style-type: none"> • Transmittal of DRAFT Market Analysis & Marketing/Branding Plan (for staff review/edit), including market assessment, retail opportunity-gap analysis, business retention and development analysis, recommended incentives to address market potentials, findings & preliminary recommendations • Integration of staff edits • Presentation of DRAFT Market Assessment & Marketing/Branding Plan to Town Commission/CRA Board <p>DELIVERABLES:</p> <ul style="list-style-type: none"> → Overview presentation (power point format) → Draft Market Assessment & Marketing/Branding Plan 	Month 5	\$ 12,500
<p>(6) PRESENTATION OF FINAL MARKET ASSESSMENT & MARKETING/BRANDING PLAN</p> <p>Transmittal of FINAL Market Assessment & Marketing/Branding Plan, with summary of findings and recommendations, to Town staff</p> <ul style="list-style-type: none"> • Transmittal of FINAL Market Assessment & Marketing/Branding Plan <p>DELIVERABLE:</p> <ul style="list-style-type: none"> → Final Market Assessment & Marketing/Branding Plan 	Month 6	\$ 2,000
TOTAL FEES		\$ 55,250

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

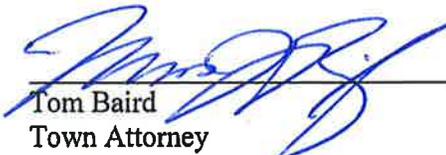
Town of Lake Park

ATTEST:

By: _____
Name: Vivian Mendez
Title: Town Clerk

By: _____
Name: Michael O'Rourke
Title: Mayor

Approved as to form:

By: 
Tom Baird
Town Attorney

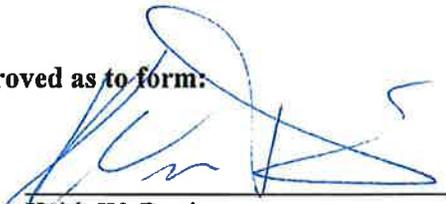
ATTEST:

By: 
Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: 
Michael J. Busha, AICP
Executive Director

Approved as to form:

By: 
Keith W. Davis
General Counsel