

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR
HEIGHTENED REVIEW REGARDING LANDS LOCATED WITHIN THE WESTERN
NORTHLAKE BOULEVARD CORRIDOR PLANNING AREA.**

R2010:1754

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT ENTERED INTO BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THE CITY OF PALM BEACH GARDENS AND THE CITY OF WEST PALM BEACH PROVIDING FOR HEIGHTENED REVIEW REGARDING LANDS LOCATED WITHIN THE WESTERN NORTHLAKE BOULEVARD CORRIDOR PLANNING AREA (the "First Amendment") is made and entered into this _____ day of OCT 25 2010, 2010, by and between the CITIES OF PALM BEACH GARDENS AND WEST PALM BEACH, Florida municipal corporations, (hereinafter the "Cities") and the BOARD OF COUNTY COMMISSIONERS of PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"). (This Cities and County are jointly referred to herein as "parties.")

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, both the County and the Cities exercise comprehensive planning authority pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, as set forth in Part II of Chapter 163, Florida Statutes (hereinafter, the "Planning Act"), and enforce land development regulations to regulate the development of land within the respective areas of jurisdiction of each party; and

WHEREAS, the County and the Cities previously entered into that certain "Interlocal Agreement Providing for Heightened Review Regarding Lands located within the Western Northlake Boulevard Corridor Planning Area" (R99-695D), dated April 20, 1999 (hereinafter the "Agreement"); and

WHEREAS, said Agreement was entered into in order to ensure efficient and orderly development, and intergovernmental coordination and cooperation and to provide heightened review of development proposals within the subject corridor; and

WHEREAS, the County and the Cities all recognized and accepted the Western Northlake Corridor Land Use Study (hereinafter the "Study") as a policy and growth management guide in the review of development proposals and plan amendments in order to preserve and enhance the character within the study area; and

WHEREAS, certain data and information contained in said Study must be updated from time to time in order for the Study to retain its value and relevance as a policy and growth management guide and the parties have determined that it is in their collective best interest to provide the opportunity to update such data.

NOW, THEREFORE, the County and the Cities, in consideration of the covenants made by each party, the mutual obligations, undertakings, and advantages to be realized by the parties hereto, the parties do hereby covenant and agree as follows:

SECTION 1. The foregoing recitals are true and correct, were relied upon by the parties entering into this First Amendment and are a part hereof and are incorporated into this Agreement.

SECTION 2. Section 6 as set forth in the Agreement is hereby amended to hereafter read as follows:

SECTION 6. Commitment by each Local Government to Consider the Findings of the Western Northlake Boulevard Corridor Land Use Study and to Provide the ability to Update same.

The County and the Cities hereby approve of the Western Northlake Corridor Land Use Study as a policy and growth management guide and an expression of the desires of the community in the review of development proposals and plan amendments, and encourage intergovernmental cooperation and coordination through the implementation of the study findings. The County and the Cities encourage updates of the Study when determined to be necessary by the respective planning directors.

SECTION 3. This First Amendment shall be attached to the current Agreement entered into by and between the parties on April 20, 1999, which shall become a part thereof. All other Sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this First Amendment. Further, the parties agree as follows:

1. This First Amendment may be modified only by the mutual and written consent of both parties.
2. If any provision or any portion contained in this First Amendment is held unconstitutional, invalid, or unenforceable, the remainder of this First Amendment, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this First Amendment on the date first written above.

R2010-1754 OCT 25 2010

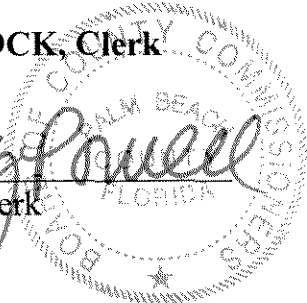
**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

SHARON R. BOCK, Clerk

By: 

Deputy Clerk



By: 

Burt Aaronson, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

Assistant County Attorney

ATTEST:

By: 

Patricia Snider, CMC, City Clerk

**CITY OF PALM BEACH GARDENS,
FLORIDA**

By: 

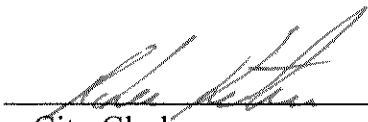
David Levy, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

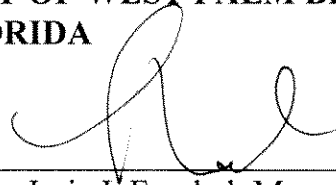
By: 

R. Max Lohman, City Attorney

ATTEST:

By: 
City Clerk

CITY OF WEST PALM BEACH,
FLORIDA

By: 
Lois J. Frankel, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  9.2.10
Deputy City Attorney