

R2004 0394

Revision dated February 3, 2004

FEB 26 2004

**AMENDED AND RESTATED INTERLOCAL AGREEMENT**  
**BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS,**  
**AND PALM BEACH COUNTY**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS, AND PALM BEACH COUNTY (hereinafter referred to as "AGREEMENT") is made and 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").

WHEREAS, NORTH PALM, the GARDENS, the 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 (R-97-1156), said agreement hereinafter referred to as the "Interlocal Agreement"; and

WHEREAS, said Interlocal Agreement was subsequently amended by First Amendment to Interlocal Agreement, which was effective on August 20, 1998 (R-98-1378D) and by Second Amendment to Interlocal Agreement, which was effective on August 22, 2000 (R-2000-1182); 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 Interlocal 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 District regulations; and

WHEREAS, the Task Force has received a Metropolitan Planning Organization grant for the completion of Phase I of the Plan; and

WHEREAS, the TOWN OF LAKE PARK has passed a Resolution withdrawing from the Northlake Boulevard Corridor Task Force.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, and the COUNTY hereby adopt the AGREEMENT as follows:

Section 1. REPRESENTATIONS.

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

Section 2. APPOINTMENT OF TASK FORCE REPRESENTATIVES.

The Task Force shall consist of six (6) representatives, with NORTH PALM, the GARDENS, 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 (1) representative (regular or alternate) from each Participant and a total of at least four (4) representatives present. Each regular representative shall have one (1) 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 (1) representative from two (2) of the Participants.

**Section 4. AUTHORITY OF TASK FORCE REPRESENTATIVES.**

A. NORTH PALM, the GARDENS, and the COUNTY each authorizes its 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 borne equally by the Participants.

The Task Force shall submit a proposed budget no later than May 1<sup>st</sup> 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. No later than July 1, 2004, the Task Force shall propose a maintenance funding plan for consideration and approval by each Participant for FY 2004/2005.

Section 5. FINANCIAL OBLIGATIONS.

A. Each member 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 contribute an equal share to secure implementation and completion of all phases of the Plan within ten (10) 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.

This Agreement shall continue through September 30, 2005, but may be extended by written instrument of the parties.

Section 7. GENERAL TERMS AND CONDITIONS.

A. This AGREEMENT sets forth all the rights, responsibilities, and obligations of the members 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, adopted and approved by all parties in the same manner as this AGREEMENT.

B. The headings given to the sections 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, Florida 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 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 and not for the benefit of any other.

E. This AGREEMENT may not be assigned by any member.

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.

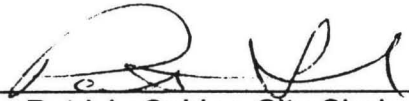
K. The adoption of this AGREEMENT does not affect the status of representatives of each of the Participants currently appointed to the Task Force.

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

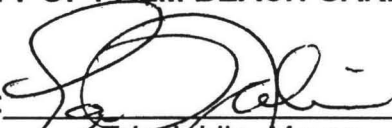
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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this 5<sup>th</sup> day of FEBRUARY, 2004.

ATTEST:

By:   
Patricia Snider, City Clerk

CITY OF PALM BEACH GARDENS

By:   
Eric Jablin, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

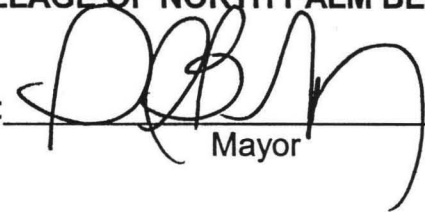
By:   
Christine P. Tatum, City Attorney

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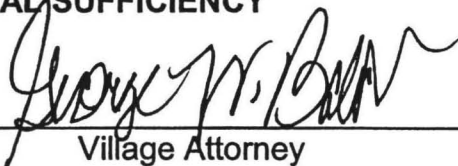
ATTEST:

By:   
Village Clerk

VILLAGE OF NORTH PALM BEACH


By:   
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
Village Attorney

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ATTEST: DOROTHY H. WILSON, CLERK  
 Board of County Commissioners  
 By Linda G. Hickman  
 DEPUTY CLERK  
 COUNTY  
 FLORIDA



PALM BEACH COUNTY, FLORIDA

By: Karen Marcus  
 Karen Marcus, Chair FEB 26 2004

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
 County Attorney