

RESOLUTION NO. 28-05-22

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 insufficient staffing in the Special Events Department the Town will be unable to host its annual Summer Camp Program during the summer of 2022; and

WHEREAS, the Special Events Director discussed with the North Palm Beach Director of Leisure Services the purpose of entering into an arrangement to enable children residing within the Town to attend the 2022 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 and the Village pertaining to the Village's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and has determined that it is 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 Taylor, who moved its adoption. The motion was seconded by Commissioner Linden, and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER JOHN LINDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ROGER MICHAUD	<input type="checkbox"/>	<input checked="" type="checkbox"/> ABSENT
COMMISSIONER MARY BETH TAYLOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution No. 20-05-22 duly passed and adopted this 4th day of May, 2022.


TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**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, 2022 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 children residing in the Town to participate in the Village's summer camp program.

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

SECTION 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 \$250.00 per week during the summer.

SECTION 2. RESPONSIBILITIES OF THE TOWN AND VILLAGE

- a. The Town shall notify Lake Park residents of the option to participate in the Village's Summer Camp Program at the Village's resident rate.
- b. The Village shall make available to Town residents on a first come, first served space available basis, its Summer Camp Program for children ages 8 to 14 at the \$225.00 per week rate paid by Village residents.
- c. Eligible Town Campers shall sign up for the Village's Summer Camp Program with the Village's Leisure Services Department and make payments in the same manner as any other camper. Eligible Town campers shall pay \$125.00 per week for each week of participation in the Summer Camp Program. The Town shall pay a subsidy of \$100.00 per week for all Town

campers. The Village shall notify the Town of all payments made by Town campers, and the Town shall pay a 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, 2022, 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 constructed 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 of 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 Town camper enrolled in a Village Summer Camp Program shall be permitted to complete all sessions for which payment has already been remitted to the Village by both the 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 furnished 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, FL 33403	Andy D. Lukasik, Village Manager 501 U.S. Highway One North Palm Beach, FL 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 promised, 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 the Agreement shall be reduced to writing, executed, delivered and filed with the Clerk of Court of Palm Beach County with the same formalities of this Agreement.

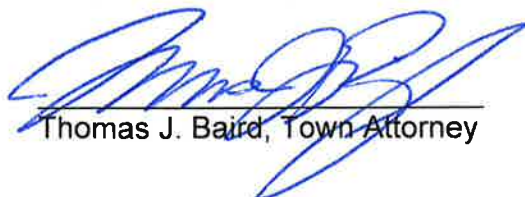
IN WITNESS WHEREOF, each of the parties has authorized and caused this Agreement to be made and executed in triplicate (one for each party and one for filing).

ATTEST:

By: 
Vivian Merdez, CMC Town Clerk

TOWN OF LAKE PARK
By: 
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Thomas J. Baird, Town Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: _____
Jessica Green, CMC, Village Clerk

By: _____
Deborah Searcy, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Leonard G. Rubin, Village Attorney

RESOLUTION 2022-41

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

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of public functions; and

WHEREAS, the Town of Lake Park ("Town") is unable to host its annual summer camp program and proposed an Interlocal Agreement whereby the Town will subsidize the cost of pre-qualified Town residents to attend the Village's summer camp program and the Village will allow such campers to participate at the Village resident rate on a first come, first served space available basis; and

WHEREAS, the Village Council determines that the execution of the Interlocal Agreement with the Town is in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:


Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council hereby approves an Interlocal Agreement between the Town of Lake Park and the Village pertaining to the Village's summer camp program, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF MAY, 2022.




MAYOR

ATTEST:


VILLAGE CLERK

**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 12th day of May, 2022 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 children residing in the Town to participate in the Village's summer camp program.

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

SECTION 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 \$250.00 per week during the summer.

SECTION 2. RESPONSIBILITIES OF THE TOWN AND VILLAGE

- a. The Town shall notify Lake Park residents of the option to participate in the Village's Summer Camp Program at the Village's resident rate.
- b. The Village shall make available to Town residents on a first come, first served space available basis, its Summer Camp Program for children ages 8 to 14 at the \$225.00 per week rate paid by Village residents.
- c. Eligible Town Campers shall sign up for the Village's Summer Camp Program with the Village's Leisure Services Department and make payments in the same manner as any other camper. Eligible Town campers shall pay \$125.00 per week for each week of participation in the Summer Camp Program. The Town shall pay a subsidy of \$100.00 per week for all Town

campers. The Village shall notify the Town of all payments made by Town campers, and the Town shall pay a 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, 2022, 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 constructed 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 of 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.

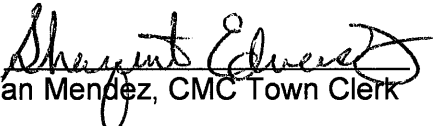
- f. *Termination.* This Agreement may be terminated, with or without cause, by either party by providing ten (10) days written notice to the other party. Notwithstanding termination of the Agreement, any Town camper enrolled in a Village Summer Camp Program shall be permitted to complete all sessions for which payment has already been remitted to the Village by both the 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 furnished 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, FL 33403	Andy D. Lukasik, Village Manager 501 U.S. Highway One North Palm Beach, FL 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 promised, 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 the Agreement shall be reduced to writing, executed, delivered and filed with the Clerk of Court of Palm Beach County with the same formalities of this Agreement.

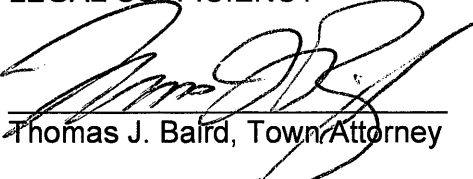
IN WITNESS WHEREOF, each of the parties has authorized and caused this Agreement to be made and executed in triplicate (one for each party and one for filing).

ATTEST:


By: 
Vivian Mendez, CMC Town Clerk

TOWN OF LAKE PARK
By: 
Michael O'Rourke, Mayor

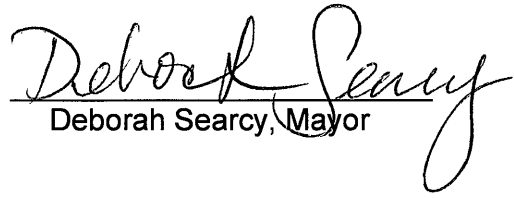
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Thomas J. Baird, Town Attorney


ATTEST:

By: 
Jessica Green, ZMC, Village Clerk

VILLAGE OF NORTH PALM BEACH

By: 
Deborah Searcy, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Leonard G. Rubin, Village Attorney