

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Special Call Commission Meeting
Monday, March 6, 2006 at 7:30 p.m.
Lake Park Town Hall
535 Park Avenue

Paul Castro	—	Mayor
Paul Garretson	—	Vice-Mayor
G. Chuck Balias	—	Commissioner
Jeff Carey	—	Commissioner
Edward Daly	—	Commissioner
.....		
Paul Carlisle	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Interim Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. INVOCATION - None

C. PLEDGE OF ALLEGIANCE - None

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATIONS - None

G. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. RESOLUTION:

RESOLUTION – Scripps Interlocal Agreement.

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF

MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING A BIOSCIENCE LAND PROTECTION ADVISORY BOARD AND PROVIDING FOR CONSIDERATION OF LOCAL COMPREHENSIVE PLAN AMENDMENTS TO ESTABLISH AND PROTECT BIOSCIENCE RESEARCH PROTECTION OVERLAYS.

I. ADJOURNMENT:

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: March 6, 2006

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION


<input type="checkbox"/> DISCUSSION


<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Scripps Interlocal Agreement

RECOMMENDED MOTION/ACTION: The Town Commission make a motion authorizing the mayor to execute the Interlocal Agreement between Palm Beach County the Towns of Lake Park, Jupiter, Mangonia Park, the Cities of Palm Beach Gardens and Rivera Beach.

Approved by Town Manager  Date: 3/3/06

Originating Department: 	Costs: Funding Source: Acct. #	Attachments: Agreement
Department Review: <input checked="" type="checkbox"/> City Attorney  <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> : <small>Please Initial one.</small>

Summary Explanation/Background As part of the relocation of Scripps to Northern Palm Beach County there is a requirement that the respective jurisdiction create an advisory board to protect the bioscience cluster. Additional protections are the adoption of a Bioscience overlay for areas dedicated to Bioscience and research uses.

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING A BIOSCIENCE LAND PROTECTION ADVISORY BOARD AND PROVIDING FOR CONSIDERATION OF LOCAL COMPREHENSIVE PLAN AMENDMENTS TO ESTABLISH AND PROTECT BIOSCIENCE RESEARCH PROTECTION OVERLAYS

This Interlocal Agreement is made the ____ day of _____, 2006, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

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

WHEREAS, the Cities and County recognize that the relocation of The Scripps Research Institute's ("TSRI") operations onto Florida Atlantic University's John D. McArthur Campus ("FAU Jupiter Campus") and a portion of the Briger Parcel in Palm Beach Gardens ("Briger") will further the vision of the Governor and the State of Florida to create an economic development cluster to support TSRI; and

WHEREAS, the Cities and County recognize that the creation of an economic development cluster to support TSRI will ensure a diversified economy and provide high-wage employment within Palm Beach County, the Treasure Coast Region, and the State; and

WHEREAS, the Palm Beach County Board of County Commissioners elected to enter into negotiations with TSRI for the relocation of its operations to the FAU Jupiter Campus and to Briger in reliance on the Cities' commitment to support an economic development cluster in support of TSRI; and

WHEREAS, to fulfill this commitment, the Cities and County have agreed to form an Advisory Board; and

WHEREAS, to fulfill this commitment, the Cities have each agreed to initiate and consider amendments to their respective Comprehensive Plans that establish a Bioscience Research Protection Overlay ("Overlay"), and that provide a super majority vote requirement to protect land identified in the Overlay.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. Bioscience Land Protection Advisory Board.

A. A Bioscience Land Protection Advisory Board is hereby established. The purpose of the Board shall be to protect those lands which each of the Cities has identified as being subject to a bioscience research area protection overlay.

B. The Board shall consist of seven (7) members with the Governor of the State of Florida; Palm Beach County; the Towns of Jupiter, Lake Park, and Mangonia Park; and the Cities of Palm Beach Gardens and Riviera Beach each appointing one (1) regular member and one (1) alternate member. Each appointment shall follow the same formal procedure the appointing entity uses for board or commission appointments.

C. A quorum of the Board shall be necessary for it to conduct any business and shall consist of four (4) members present and voting. The majority vote of those present and voting shall be required to pass a motion. Each regular member shall have one vote. An alternate member shall sit on behalf of the appointing entity and have a vote only when the regular member of such entity is absent.

D. Authority of Board.

The Board shall have the authority to:

1. Analyze and make recommendations regarding: (a) applications to rezone land or amend the future land use map designation for land; and (b) proposed amendments to the land development regulations that directly affect bioscience research uses on property within the Overlay. No such application to rezone, amend the future land use map, or amend the land development regulations pertaining to said property shall be

considered unless the Board shall have conducted a public meeting on the application and rendered a recommendation to the applicable governing body; provided, however, in the event the Board fails to render a recommendation within sixty (60) days after the staff of the applicable governing body in which the land proposed for approval is located determines that such application or request is complete for purposes of review by the Board, the affected governing body may proceed to consider and make a determination upon the application or request without receiving a recommendation from the Board.

2. Plan for, and address the availability of, developed and undeveloped land for bioscientific training/education, research, and related uses and users.

3. Assist in coordinating, integrating, and streamlining administrative and regulatory procedures at the municipal, county, regional, and state levels for bioscience research uses.

4. Consider and/or propose policy initiatives and legislative or regulatory efforts to encourage and sustain the development of biomedical research uses in the Overlay.

5. Set fees and charges as determined to be necessary for direct costs and expenses incurred by the Board in reviewing development applications.

SECTION 3. Comprehensive Plan Amendments.

The Parties recognize that it may be necessary for the Cities to amend their respective Comprehensive Plans to achieve the goals of this Interlocal Agreement. Each City agrees to direct its respective staff to initiate plan amendments, no later than its next regular round of comprehensive plan amendments, as may be necessary to establish and protect a Bioscience Research Protection Overlay within its jurisdiction. These proposed amendments shall include, at a minimum, amendments to the Future Land Use Element and the Intergovernmental Coordination Element which provide for:

- A. The creation of a Bioscience Research Protection Overlay which:
 - 1. Maps the properties subject to the Overlay.
 - 2. Identifies permitted uses within the Overlay.
 - 3. Identifies prohibited uses within the Overlay.
 - 4. Contains policies protecting lands subject to the overlay from residential or commercial development
 - 5. Contains policies providing mechanisms to coordinate planning between local governments and ensure intergovernmental cooperation in the development and implementation of the Overlay
- B. A requirement for a super majority vote of the governing body to approve conversion of land uses on property within the Bioscience Research Protection Overlay.

SECTION 4. Financial Obligations.

A. Each city will provide technical support necessary to allow the Board to fully review and make recommendations regarding projects in their respective jurisdictions and will provide other technical and logistical support to the extent determined appropriate by each city.

B. County will provide technical support and logistical support to the Board to the extent determined appropriate by the County.

C. If agreed to by the Parties in writing and subject to the appropriation by each party, the Parties may agree to fund the operation of the Board, in whole or in part, through annual appropriations, in amounts determined by the Board and agreed to by each Party.

SECTION 5. General Terms and Conditions.

A. This Agreement shall continue through March 14, 2016, but may be extended by written agreement of the parties.

B. Any party may withdraw from this Agreement upon 365 days' written notice to the other parties, thereby relieving the withdrawing party of all obligations and benefits arising out of this Agreement.

C. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue shall be in circuit court for Palm Beach County, and each party shall bear its own fees and costs.

D. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

E. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

F. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

G. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

H. None of the parties shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to another party based upon who drafted it.

I. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

J. This document can be signed in counterparts.

K. All notices given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, personal delivery or a nationally-recognized overnight delivery service to the following:

If to County:

Scripps Program Manager
Palm Beach County
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

With a copy to:

Chief Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

If to Palm Beach Gardens:

City Manager
City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, Florida 33410

With a copy to:

City Attorney
City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, Florida 33410

If to Jupiter:

Town Manager
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

With a copy to:

Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

If to Lake Park:

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

With a copy to:

Town Attorney
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

If to Mangonia Park:

Town Manager
Town of Mangonia Park
1755 E. Tiffany Drive
Mangonia Park, FL 33407

With a copy to:

Town Attorney
Town of Mangonia Park
1755 E. Tiffany Drive
Mangonia Park, FL 33407

If to Riviera Beach:

City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

With a copy to:

City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

Any party may change the address to which notices shall be given to such party upon three (3) days' prior written notice to the other parties. The effective date of any notice given hereunder shall be the date of delivery if by personal delivery or the date of receipt if given by United States or overnight mail.

(The remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk &
Comptroller

By: _____
Deputy Clerk

(SEAL)

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

By: _____
Tony Masilotti, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Scripps Program Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

**CITY OF PALM BEACH GARDENS,
FLORIDA**

By: _____
Joseph R. Russo, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Christine P. Tatum, City Attorney

ATTEST:

TOWN OF JUPITER, FLORIDA

By: _____
Town Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

ATTEST:

TOWN OF LAKE PARK, FLORIDA

By: _____
Town Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

ATTEST:

TOWN OF MANGONIA PARK, FLORIDA

By: _____
Town Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

By: _____
City Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
City Attorney