

RESOLUTION NO. 68-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT THREE TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (“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, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, Amendment Three is further defined and enclosed as **Exhibit “A”**, attached hereto and incorporated herein.

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

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. Exhibit “A” is enclosed.

Section 3: This Resolution shall take effect upon execution.

(intentionally left blank)

The foregoing Resolution was offered by Commissioner Flaherty 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:

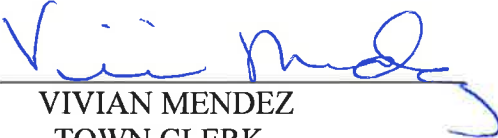
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 68-10-20 duly passed and adopted this 7 day of October, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

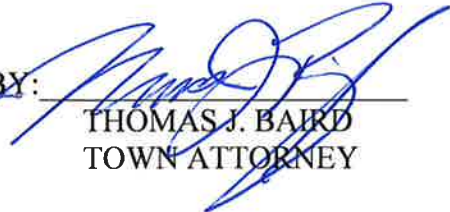
BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



EXHIBIT "A"

**AMENDMENT THREE TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT THREE TO INTERLOCAL AGREEMENT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

W I T N E S S E T H:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

WHEREAS, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties;

WHEREAS, on June 18, 2019, County and Municipality entered into Amendment Two to Interlocal Agreement (R2019-0892) ("Amendment Two") to allow Town to utilize the Public Private Partnership (PPP) process to select a developer for redevelopment of the Marina and surrounding properties and extended all time frames for performance under the Agreement for one (1) year; and

WHEREAS, Town has engaged a consultant, Strategic Development Initiatives, Inc. to assist the Town in conducting and documenting the PPP process, but needs another one (1) year extension in order to complete the PPP process.

WHEREAS, COUNTY is willing to further extend all time frames for Municipality's performance of its obligations hereunder for an additional year.

NOW, THEREFORE, the parties hereto agree as follows:

1. The timeframe for completing the Request for Proposals and/or the Public Private Partnership process provided in Section 3 of Amendment Two is hereby extended for a period of one (1) year from the date hereof.
2. Capitalized terms not defined within this Amendment Three shall have the same meaning herein as within the Interlocal Agreement.
3. Except as modified by Amendment One, Amendment Two and this Amendment Three, the Interlocal Agreement remains unmodified and in full force and effect.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties have caused this Amendment Three to Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:


By: _____
County Attorney

By: _____
Department Director

WITNESSES:

TOWN OF LAKE PARK

Vivian Mendez
Signature

By: 
Michael O'Rourke, Mayor

Vivian Mendez
Print Name

Shagota Edwards
Signature

Shagota Edwards
Print Name



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Municipality Attorney

RESOLUTION NO. 58-08-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK (R2019-0892); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (“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, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, Amendment Two is further defined and enclosed as R2019-0892, attached hereto and incorporated herein as **Exhibit “A”**.

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

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. R2019-0892 is enclosed as **Exhibit “A”**.

Section 3: This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	___
COMMISSIONER JOHN LINDEN	<u>✓</u>	___
COMMISSIONER ROGER MICHAUD	<u>✓</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 58-08-19 duly passed and adopted this 7 day of August, 2019.

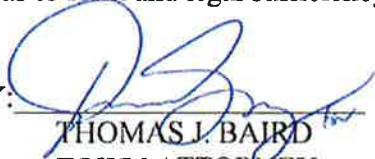
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



R2019 0892

**AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT TWO TO INTERLOCAL AGREEMENT is made and entered into on August 7, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

WHEREAS, the MUNICIPALITY has been unable to obtain funding to complete the work and requires assistance from private developers in order to complete the project; and

WHEREAS, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties; and

WHEREAS, COUNTY is willing to extend all time frames for Municipality's performance of its obligations hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MUNICIPALITY shall issue a Request for Proposals, and/or utilize the Public Private Partnership procurement process established under F.S. Section 255.065, seeking developers willing to redevelop the Marina, boat ramp and trailer parking areas, and surrounding privately owned property. The Town shall provide COUNTY staff with drafts of the procurement documentation for County staff review and comment.
2. All proposals must incorporate as many as possible existing boat trailer parking spaces within the proposed development on the ground floor of parking garages or surface parking areas, and provide a boat ramp comparable to the existing ramp. In addition, proposals must include within the mix of proposed development, the promenade, restaurants, retail, residential units and other uses which provide increased public access to and use of the waterfront and Marina.
3. The MUNICIPALITY shall complete the Request for Proposals and/or the Public Private Partnership process within one (1) year of the date hereof and shall present the proposal selected by MUNICIPALITY as the most responsive to the Board of County Commissioners for their review. If the Board finds that the proposal selected by MUNICIPALITY meets the

requirements of this Interlocal Agreement and fulfills the objectives of the Waterfront Bond issue, the parties shall negotiate a further amendment documenting the actions required by MUNICIPALITY to implement said proposal and the time frame therefor. If the Board does not approve the selected proposal and enter into a further amendment to this Interlocal Agreement, the Town shall be obligated to repay the grant funding provided to MUNICIPALITY.

4. Capitalized terms not defined within this Amendment Two shall have the same meaning herein as within the Interlocal Agreement. Except as modified by this Amendment Two, the Interlocal Agreement remains unmodified and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment Two to Interlocal Agreement to be executed on the day and year first above written.

R2019 0892 JUN 18 2019

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Mack Bernard, Mayor



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

TOWN OF LAKE PARK

[Signature]
Signature

By: [Signature]
Mayor

Vivian Mendez
Print Name

[Signature]
Signature

Shaquarta Edwards
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

R 2010 19 43 NOV 1 6 2010

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

FILE NUM 20100490854 OR BOOK/PAGE 242780231 DATE: 12/22/2010 14:22:33 Pgs 0231 - 243 (13pgs)
Sharon R. Book, CLERK & COMPTROLLER

WHEREAS, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government 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 thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies 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, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

WHEREAS, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

WHEREAS, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

WHEREAS, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

WHEREAS, the TOWN will operate and maintain the Project upon its completion; and

WHEREAS, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

WHEREAS, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

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

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

ARTICLE 6: ACCESS AND AUDITS

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
With a copy to:

County Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

EXHIBIT "A"

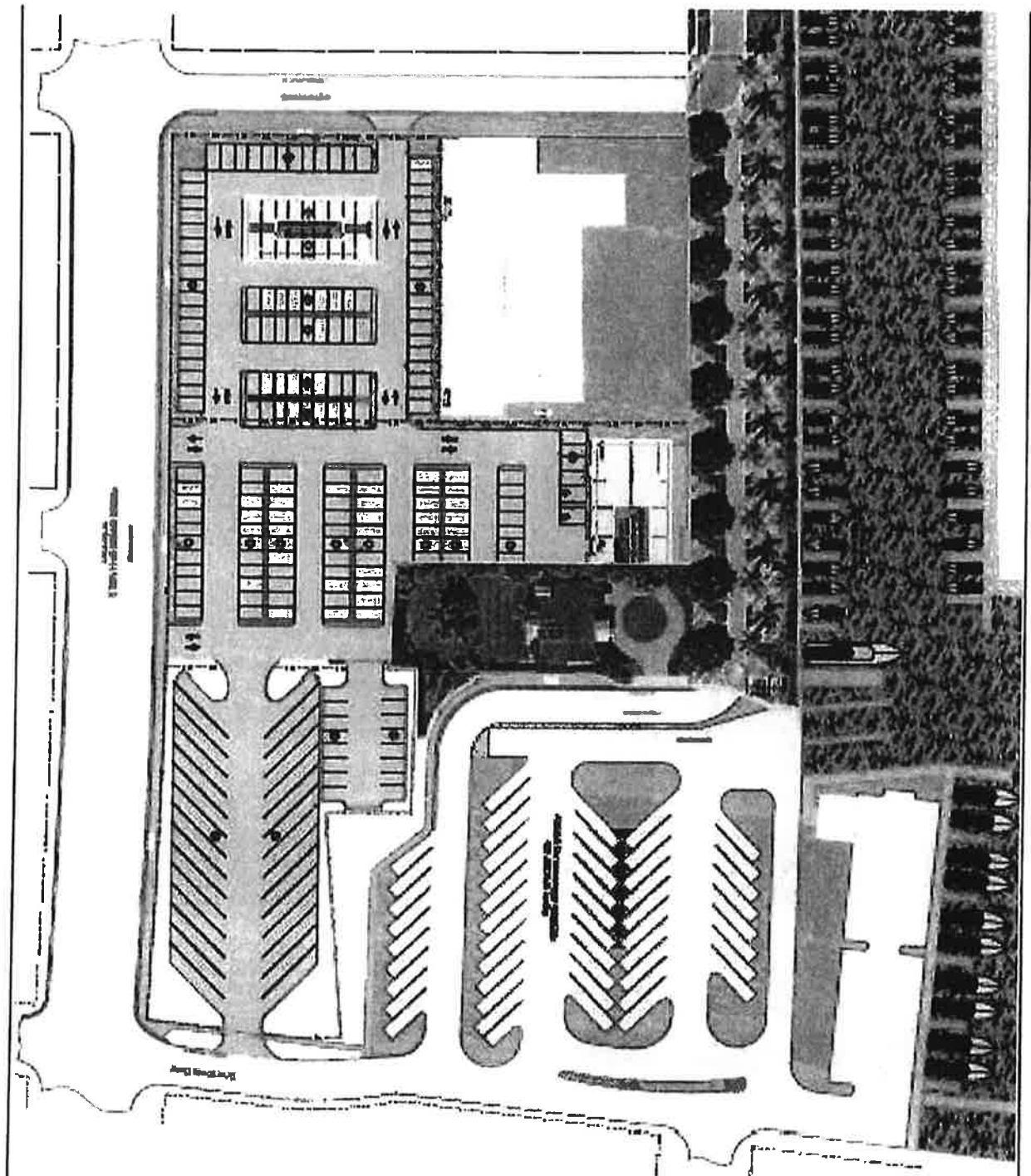
Project Description

PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
Future Projects Dependent on Public Sector Funding and Private Investment		
PHASE II		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

EXHIBIT "B"
CONCEPTUAL SITE PLANS

See separate attachment.



<p>DATE: 10/15/2010</p> <p>PROJECT: [illegible]</p> <p>SCALE: 1/8" = 1'-0"</p> <p>BY: [illegible]</p>	<p>1. [illegible]</p> <p>2. [illegible]</p> <p>3. [illegible]</p>
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1. [illegible]

2. [illegible]

3. [illegible]

<p>1. [illegible]</p> <p>2. [illegible]</p> <p>3. [illegible]</p>	<p>4. [illegible]</p> <p>5. [illegible]</p> <p>6. [illegible]</p>
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EXHIBIT "C"

COST ESTIMATE

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
Future Projects Dependent on Public Sector Funding and Private Investment		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY

Parcel Identification Number: 36-43-42-20-01-114-0160

LEGAL DESCRIPTION

Portions of Lots 16 through 24 and 28 through 31, Inclusive Block 114, according to the Plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, in and for the records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9°01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85°19'00" East along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 3°07'00" West a distance of 100.03 feet, to a point in the Northerly line of Lot 31 aforesaid; thence South 85°19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2°27'21", distance of 246.86 feet to the point of intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88°06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley OF LAKE PARK
 Vivian M. Lemley, Town Clerk

SEAL

By: Desca DuBois
 Desca DuBois, Mayor

FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Thomas J. Baird
 Thomas J. Baird, Town Attorney

R 2010 19 43 NOV 16 2010
 BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

ATTEST:

By: Tracy Powell Deputy Clerk

By: Karen T. Marcus, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
 County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Audrey Wolf
 Audrey Wolf, Director
 Facilities Development & Operations

R2014-0356

**AMENDMENT ONE TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT is made and entered into on MAR 11 2014, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R-2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Interlocal Agreement regarding closure of Lake Shore Drive and configuration of the parking areas and pedestrian promenade.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.04. Town shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the project within 24 months of the date of this Amendment One.

2. Phases IB and IIA of the Project Description attached as Exhibit "A" to the Interlocal Agreement are hereby replaced with the descriptions of those Phases attached as Exhibit "A" to this Amendment One.

3. The Conceptual Site Plan attached as Exhibit "B" to the Interlocal Agreement is hereby replaced with the Conceptual Site Plan attached hereto as Exhibits "B-1 and B-2" to this Amendment One.

4. Except as modified by this Amendment One, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment One to Interlocal Agreement to be executed on the day and year first above written.

R2014 0356 MAR 11 2014

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk



By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

[Signature]
Signature

Vivian Mendez
Print Name

TOWN OF LAKE PARK
By: [Signature]
Mayor

[Signature]
Signature

Janet R. Miller
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

EXHIBIT "A"

Project Description

B.	Boat Trailer Parking Lot Renovation	<p><i>This phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land as well as the integration of the existing lower lot with the upper lot. With the integration of the two lots, the traffic pattern through the integrated lots, as well as ingress and egress onto Silver Beach Boulevard, will be modified to ensure that a much safer flow of boat trailer traffic will be reached. The acquired upper lot will provide an additional 30 27 (twenty seven) boat trailer parking spaces along with 16 6 (six) standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42 37% and thus enable more pedestrians and boaters to access the water.</i></p>
<p align="center">Future Projects Dependent on Public Sector Funding and Private Investment</p>		
<p>PHASE II</p>		
A.	Pedestrian Promenade	<p><i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close approximately 460 feet of the northbound lane of traffic of the southernmost section of Lake Shore Drive (retaining, rather than eliminating, 12 public parking spaces) and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i></p>

EXHIBIT B-2
CONCEPTUAL SITE PLAN
LAKE SHORE DRIVE/PEDESTRIAN PROMENADE RECONFIGURATION

