

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made the 25th day of May, 1993, by and between VILLAGE OF NORTH PALM BEACH, FLORIDA, a municipal corporation (hereinafter "VILLAGE") and TOWN OF LAKE PARK, a municipal corporation (hereinafter "TOWN").

WHEREAS, portions of the parcel of land commonly referred to as the Twin City Mall site and consisting of 39.34 acres, more or less, are located within the municipal limits of VILLAGE and municipal limits of TOWN; and

WHEREAS, VILLAGE and TOWN are desirous of establishing consistent zoning for the Twin City Mall site and providing for a centralized permitting process and code enforcement so as to enable the owner(s) of the site to utilize the property in accordance with zoning and enforcement processes that are consistent in each municipality; and

WHEREAS, VILLAGE and TOWN are authorized pursuant to Florida Statute 163.01, Part 1, Chapter 163, to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the obligations and undertakings as described below, VILLAGE and TOWN do hereby enter into this Interlocal Agreement and represent, covenant and agree as follows:

1. PURPOSE OF AGREEMENT.

VILLAGE and TOWN shall use their best efforts to establish zoning in each municipality that is consistent with the other municipality and that would allow the owner(s) of the Twin City Mall site to utilize the property as a whole. The parties to this Agreement acknowledge that it is their respective intent to enact ordinances in the respective municipalities which will facilitate development of the property.

Each municipality shall address its comprehensive land use plan and land development regulations for the purpose of making such plans and regulations consistent as to the Twin City Mall site.

2. IMPLEMENTATION OF AGREEMENT.

VILLAGE and TOWN shall each appoint one of its officials for administration of this Interlocal Agreement and to coordinate administration between the municipalities. The term "official" is defined herein to mean the Village Manager or his designee and the Town Manager or his designee. The official designated by TOWN shall serve as the Chief Administrator during the calendar year 1993, and the official designated by VILLAGE shall serve as Assistant Administrator. VILLAGE and TOWN shall thereafter rotate the positions of Chief Administrator and Assistant Administrator on an annual basis. All applications for zoning and permits for the site shall be first presented to the Chief Administrator who shall in turn present such applications to the Assistant Administrator and such officials shall coordinate the processing of such applications in both municipalities.

The Building Official or Officials are hereby required by this Interlocal Agreement to meet with the Chief Administrator and Assistant Administrator to review applications for zoning and permits, site plans and building plans in order to facilitate such applications and for the purpose of reaching a consensus.

3. CODE OF ORDINANCES:

VILLAGE and TOWN shall review their respective code of ordinances in an effort to make the codes consistent so that the owner or operator of the Twin City Mall site can utilize the property as a whole in compliance with each code of ordinance. The Chief Administrator shall be charged with coordinating with the code enforcement officers of each municipality in an effort to provide consistent and fair code enforcement by each municipality to the Twin City Mall site. The code enforcement officer of each municipality shall furnish copies of all charges of code violations in regards to the Twin City Mall site to the Chief Administrator.

VILLAGE and TOWN shall specifically review their respective Code of Ordinances for consistency, which review shall include, but not be limited to, building permits, reconstruction upon casualty, occupational licenses, code enforcement, parking, nuisance laws and nonconforming uses. The review of the respective Codes shall be accomplished within ninety (90) days from date of this Interlocal Agreement. VILLAGE and TOWN shall meet no later than thirty (30) days thereafter. This section shall apply only to codes as they affect the Twin City Mall site.

4. COMPENSATION OF ADMINISTRATORS.

The Chief Administrator and Assistant Administrator shall not receive compensation for performance of his or her duties. All out-of-pocket costs incurred by the administrators in performance of his or her duties shall be divided equally between VILLAGE and TOWN.

5. MODIFICATION OF AGREEMENT.

This Agreement may be modified only upon majority vote of Council in each municipality.

6. TERMINATION OF AGREEMENT.

This Agreement shall remain in full force and effect for a period of five (5) years from date of full execution by the parties and shall continue for consecutive one (1) year periods thereafter until either party terminates this agreement by written notice to the other party no less than thirty (30) days prior to inception of a new year.

7. RECORDATION IN PUBLIC RECORDS.

This Agreement shall be recorded in the Public Records of Palm Beach County and in the records of VILLAGE and TOWN.

8. LEGISLATIVE POWER.

This Agreement is not intended nor shall it be construed as a delegation of legislative power to the other municipality or the administrator.

9. GOVERNING LAW.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida.

10. COUNTERPARTS.

This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. EFFECTIVE DATE.

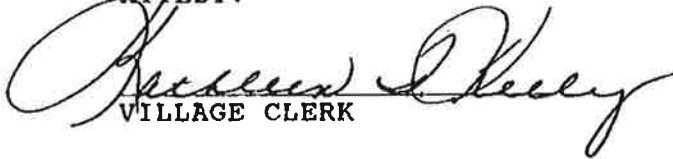
This Agreement shall be effective upon full execution by VILLAGE and TOWN.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year first above written.

EXECUTED BY VILLAGE this 13TH day of MAY,
1993.

ATTEST:

VILLAGE OF NORTH PALM BEACH

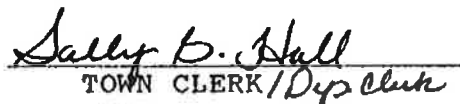

VILLAGE CLERK


MAYOR

EXECUTED BY TOWN this 25th day of May,
1993.

ATTEST:

TOWN OF LAKE PARK


TOWN CLERK / Dep Clerk


MAYOR

