

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF LAKE PARK
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR LAKE PARK HARBOR MARINA PUBLIC OUTREACH WORKSHOPS**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2026 by and between the Town of Lake Park (herein referred to as “Town”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The Town and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need 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 exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the TCRPC is permitted to provide services to the Town as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the Town has determined that public outreach workshops related to redevelopment of Town property at the Lake Park Harbor Marina is needed and in the best interests of the residents and businesses of the Town of Lake Park; and

WHEREAS, the Town and the TCRPC desire to enter into this Agreement to accomplish the activities identified above.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will assist the Town with public outreach workshops for the redevelopment of the Lake Park Harbor Marina.
- B. The Town and the TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Lake Park Town Commission and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Town and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both Parties and shall end when the deliverables are complete as identified in the Scope of Services contained in Attachment “A” and Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the Town.
- C. The Town and the TCRPC agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either Party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each Party, and attached to the original Agreement.
- E. The Town agrees to:

1. Assist in the development of documents necessary to conduct the workshops;
2. Provide all necessary public notice as required by Florida Statutes;
3. Provide venues for all public workshops and meetings; and
4. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

- A. The TCRPC shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees and agents.

SECTION 5. TERMINATION

This Agreement may be terminated for convenience by either Party on thirty (30) days written notice, or for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Town shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 6. REMEDIES

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.

SECTION 7. INDEMNIFICATION

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Party, and the other Party's respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses

arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Town:

Richard Reade, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

For the TCRPC:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Palm City Road
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment "A". As consideration for performance of work rendered under this Agreement, the Town agrees to pay the TCRPC a fixed fee of Thirty Five Thousand Dollars and Zero Cents

(\$35,000.00); which includes travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided, and excludes advertising, promotional, and meeting venue expenses.

- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the Town, shall be considered the TCRPC's request for payment according to the project milestone schedule contained in Attachment "A". The Town shall pay the TCRPC within thirty (30) days of receipt of an invoice.

SECTION 12. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 13. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Town or the TCRPC.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The Town and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of the Agreement.

SECTION 17. PUBLIC RECORDS

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the Town to perform this service.
- B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Town.
- D. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the TCRPC or keep and maintain public records required by the Town to perform the services. If the TCRPC transfers all public records to the Town upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK VIVIAN MENDEZ, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 581-

**3311; TOWNCLERK@LAKEPARKFLORIDA.GOV; 535 PARK
AVENUE, LAKE PARK, FL 33403.**

SECTION 18. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County Code Sections 2-421 through 2-440, as may be amended, the TCRPC acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The TCRPC has reviewed Palm Beach County Code Sections 2-421 through 2-440 and is aware of its rights and/or obligations under such Code Sections.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Town of Lake Park

ATTEST:

By: _____
Vivian Mendez, MMC
Town Clerk

By: _____
Honorable Roger Michaud
Mayor, Town of Lake Park

Approved as to form and legal sufficiency:

By: _____
Thomas J. Baird
Town Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA MASTER PLAN PUD – PUBLIC OUTREACH EFFORT

OCTOBER 28, 2026

PROJECT DESCRIPTION:

The Town of Lake Park, Florida (Town) is requesting the assistance of the Treasure Coast Regional Planning Council (TCRPC) to be the facilitator of public workshops for the redevelopment of the Lake Park Harbor Marina (Marina). The scope of services contemplated would begin with a workshop to solicit public input on the developer's sixth submittal of a proposed Marina PUD Master Plan, and to take comments from the public and Town Commissioners who are the guardians of this important public asset (the parcels which include the Marina are all owned by the Town). Based upon comments from the public, commissioners, and the developer, TCRPC may suggest possible revisions to the proposed plan. The key objective of this effort is to give the public and Commission the opportunity to weigh in on the future development of these Town-owned parcels.

The original development agreement and lease terms for the publicly owned properties were negotiated between March 2021 and October 2022 and then executed by the developer and Town in August 2023. There have been numerous resubmittals of the overall development master plan since then, with the most recent being July 2026. In August 2026, a Palm Beach County Circuit Court judge ruled that the private selection of the developer, Forest Development, violated Florida's Sunshine Law. The Town acknowledged it inadvertently violated the law. Nevertheless, the Town and THE developer remain in this litigation because the court has not declared the selection of the developer and the subsequently entered into a Comprehensive Agreement and Ground Leases *void ab initio*. The goal of this public outreach effort is to develop consensus on the scope and uses for the redevelopment of the Marina which would then result in a settlement of the litigation.

There are four proposed development components, identified as Pods A, B, C, and D, consisting of a total of 11.9 acres of publicly owned upland and submerged land. The individual pods, their acreages, and proposed uses are as follows:

- POD A: 0.81 acres fronting US-1, south of Bayberry Drive and north of Silver Beach Road. The current use is public boat trailer parking (approximately 19 spaces). The developer's current PUD and site plan proposal would convert this acreage into a 300 room hotel.
- POD B: 1.69 acres fronting the Lake Park Harbor Marina. The current use is also a public boat trailer parking lot with approximately 33 spaces, public vehicle parking with approximately 44 spaces, and a public boat ramp with two launches. The proposed use is 253 dry slips in an automated boat storage facility.
- POD C: 9.09 acres forming a peninsula in the marina basin with wet slips around the western, southern, and eastern bulkheads. The current use is primarily green space with a storm water detention function, parking, and vehicle access to the marina office building. The proposed use is a reconfiguration of the parking and green space/drainage, provision of public boat trailer parking, and a new public boat ramp.
- POD D: 0.31 acres containing the existing marina office building. The proposed use is a 12,000 s.f. restaurant, retail, and small office space.

The pods, as identified in the Design Standards Manual, do not follow the existing parcel lines and are all publicly owned. A portion of the public right of way for Lake Shore Drive curves through, and bifurcates, POD B. The development of PODs A and B effectively eliminate the existing boat trailer parking on these parcels, relocates the boat ramp to the northeast corner of the Town's Marina, and reduces public access to the Marina.

The following is an outline of proposed tasks in gathering public input, an estimated timeframe, and fee for these services.

SCOPE OF SERVICES:

Task 1: Staff Work Session #1 and Due Diligence Overview

Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; and refine the project schedule as needed. The Town will provide all regulatory, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional Staff Work Sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members on the project mission and goals. Staff Work Session #1 will be scheduled with Town staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all Staff Work Sessions.

Due Diligence Overview

The TCRPC team will develop, with assistance from the Town, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, and other data as appropriate. The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with Town staff to tour specific areas to gain a greater understanding of relevant issues.

The following is the anticipated approach:

1. Kick-off Meeting with Staff
 - a. A minimum of two team meetings for the duration of the project
 - b. Up-to three public presentations for the duration of the project (described below)
2. Field research and data collection
3. Review of Federal Highway Mixed-use District Overlay (FHMUDO) and other pertinent zoning and land use regulations
4. Base Document Development
 - a. Existing Conditions
 - b. Zoning and Land Use

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Participant List, and Meeting Notes)
2. Summary of meeting discussions
3. Copies of base data developed by TCRPC
4. Review of FHMUDO and other pertinent zoning and land use regulations

Task 2: Public Workshop #1

Public Workshop #1

In order to gain public input and provide an opportunity for public involvement and engagement, TCRPC will conduct a facilitated public workshop to provide the objectives of the study, an overview of the Lake Park Harbor Marina PUD project, and a discussion of the latest proposal. The workshop will be open to all who are interested in attending. After the opening presentation there will be ample time for public comment and discussion. The Town will provide the workshop venue, public notification as required, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 2 Deliverables

Specific deliverables will include:

1. Completion of Public Workshop #1
2. Public Workshop #1 Presentation and documentation
3. Summary of Public Input

Task 3: Design Concept Development – Summary of Workshop #1

Working with Town staff and based on input gained during Public Workshop #1, TCRPC will develop conceptual design alternatives to the current master plan. These will be illustrated and noted for clarity. TCRPC will also summarize the public input and discussions from Workshop #1. The potential design revisions are intended to reflect the comments and concerns raised by the public. This task will also include a review of the town's zoning and Future Land Use designations as they relate to the development proposal.

Task 3 Deliverables

Specific deliverables will include:

1. Summary of Workshop #1
2. Develop alternate design concepts for the marina master plan based upon public input
3. Recommendations for revising/updating the Town's Comprehensive Plan and Zoning Code

Task 4: Public Workshop #2

Public Workshop #2

TCRPC will conduct a second Public Workshop to present a summary of the input received in Public Workshop #1 and the draft results and recommendations for Tasks 3 described above. The Town will provide the workshop venue, public notification as required, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials. Workshop #2 will be an opportunity for the community to review the work to date and make recommendations prior to finalizing the recommendations.

Task 4 Deliverables

Specific deliverables will include:

1. Completion of Public Workshop #2
2. Public Workshop #2 presentation and documentation
3. Summary of public input

Task 5: Memorandum of Public Outreach

Project Memorandum

TCRPC will assemble all project data, findings, and recommendations into a draft project Memorandum of Public Outreach that will include summaries of all public input, all design concepts and renderings, and all work products developed in the tasks described above. The draft memorandum will be provided to the team for one round of consolidated edits, which will be incorporated into a final Memorandum of Public Outreach.

Presentations to Town Council

After the submittal of the final Memorandum of Public Outreach, TCRPC will be available for a presentation to the Town Council. TCRPC will coordinate the scheduling and content of the presentations with Town staff.

Task 5 Deliverables

Specific deliverables will include:

1. Memorandum of Public Outreach (draft and final)
2. Town Council presentation

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Participant Lists and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Redevelopment Concepts and Recommendations	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of **\$35,000.00 (Thirty-five Thousand Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services. The fee excludes advertising, promotional, and meeting venue expenses, all of which will be paid directly by the Town.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$250.00 (Two Hundred Fifty Dollars and Zero Cents) per hour.

Revisions to the Town's Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Execution of Agreement	25%	\$8,750.00
Task 2 Completion of Public Workshop #1	25%	\$8,750.00
Task 4 Completion of Workshop #2	25%	\$8,750.00
Task 5 Submittal of Final Memorandum of Public Outreach	25%	\$8,750.00
TOTAL	100%	\$35,000.00

ANTICIPATED SCHEDULE:

The scope of services and tasks outlined above are expected to be completed in February 2027 (contingent upon execution of the Interlocal Agreement in November 2026).