

**INTERLOCAL AGREEMENT TO ENCOURAGE AND PROMOTE PRIVATE
INVESTMENT, DEVELOPMENT, RE-DEVELOPMENT, AND RELATED INITIATIVES
IN CENTRAL PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT (hereinafter the “AGREEMENT”) is hereby made and entered into on the ____ day of _____ 2025, by and between the public agency local governments of Atlantis, Greenacres, Haverhill, Lake Clarke Shores, Lake Worth Beach, Lantana and Palm Springs, along with the public agency the District Board of Trustees of Palm Beach State College (hereinafter the “PUBLIC AGENCIES”) for the broad purpose of collaborating and cooperating with each other from time to time on an as needed basis in the encouragement and promotion of private investment, development, re-development, and related initiatives in the central Palm Beach County area.

WITNESSETH:

WHEREAS, Part I of Chapter 163, *Florida Statutes*, permits public agencies such as those named above 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, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes such public agencies 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, the PUBLIC AGENCIES are all located within the general area of central Palm Beach County; and

WHEREAS, the PUBLIC AGENCIES are all aware of the present need for private investment, development, and re-development in the general region of central Palm Beach County for the purpose of enhancing benefits for residents, visitors, and businesses in the form of job creation, improved infrastructure, transportation and mobility planning and implementation, public safety, safe and reasonable operation of the Lantana Airport and its service providers, and any other issues of common interest and mutual

concern among and between the PUBLIC AGENCIES that may arise from time to time, attention to which can have a positive impact on the overall economic health of the region, and the quality of life for its residents; and

WHEREAS, the PUBLIC AGENCIES desire to memorialize a platform with which they can collaborate with each other from time to time on an as needed basis to encourage and promote private investment, development, re-development, and related initiatives in the general region of central Palm Beach County for the purpose of creating the above stated benefits; and

WHEREAS, the PUBLIC AGENCIES have determined that entering into this AGREEMENT pursuant to the "Florida Interlocal Cooperation Act of 1969" is a lawful and efficient method to create the aforesaid platform for collaboration among the participating public agencies, and serves a public purpose that will promote the public health, safety, and general welfare.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the benefit of the PUBLIC AGENCIES, it is agreed as follows:

1. The above recitals are true and correct and are incorporated into this AGREEMENT.
2. The term of this AGREEMENT is for ten (10) years beginning on the date this AGREEMENT is executed by all the participating PUBLIC AGENCIES. This AGREEMENT may be extended by mutual agreement of the PUBLIC AGENCIES. Any party to this AGREEMENT may terminate its participation at any time by providing thirty (30) days advance written notice to the other parties. The termination of participation in this AGREEMENT by any party shall not impact the participation in this AGREEMENT by the remaining parties.
3. Following this AGREEMENT becoming effective, additional local government agencies may desire to become parties hereto in the future. In such a case, the additional local government agency shall execute the then current form of this AGREEMENT, and file same with the Palm Beach County Clerk & Comptroller's Office as required by law and as specified in Paragraph 9 below.
4. The PUBLIC AGENCIES shall each designate a manager, administrator, or other official to serve as its representative for purposes of this AGREEMENT. Such representatives

shall meet as a committee from time to time, on an as-needed basis to effectuate the intent of this AGREEMENT. The committee shall be responsible for its own organization including branding, promotion, appointment of chairpersons/officers and adoption of rules of order. The committee shall set its own meeting agendas and within the parameters of this AGREEMENT, shall determine in its sole and absolute discretion which matters to discuss for purposes of potential collaboration. Such committee meetings shall be held on a rotating basis in and among the PUBLIC AGENCIES as determined by the committee. The committee shall be subject to the Florida Government in the Sunshine Law set forth at Sec. 286.011 et.seq. Florida Statutes.

5. This AGREEMENT shall not obligate any PUBLIC AGENCY to the commitment of public funds, or the use of other public resources including personnel time or use of public property / equipment for any purpose whatsoever; however, to the extent that one or more participating PUBLIC AGENCIES determines, through its governing body, that the expenditure of its own public funds, or the use of its own other public resources including personnel time or use of public property / equipment to effectuate the intent of this AGREEMENT serves a public purpose as required by law, then such expenditure or use may be made in the sole and absolute discretion of that party.
6. Any notices that may be required by this AGREEMENT shall be delivered in person or be sent by certified mail or nationally recognized overnight courier to the individuals designated on Exhibit A attached hereto, until such time as any of the PUBLIC AGENCIES furnishes the other PUBLIC AGENCIES with written instructions to contact another individual.
7. If any clause, section, or provision of this AGREEMENT shall be declared to be unconstitutional, invalid, or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this AGREEMENT, and the remaining portions of this AGREEMENT shall remain in full force and effect and be valid as if the unconstitutional, invalid, or unenforceable portions thereof had not been included.
8. This AGREEMENT represents the entire agreement between the PUBLIC AGENCIES and supersedes any prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this AGREEMENT may be changed or amended except by written amendment signed by the PUBLIC AGENCIES.

9. After being properly executed by the PUBLIC AGENCIES, this AGREEMENT shall be filed with the Palm Beach County Clerk & Comptroller's Office.
10. This AGREEMENT shall not be construed against the party who drafted the same as all parties to this AGREEMENT have participated in its drafting.
11. This AGREEMENT shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this AGREEMENT, venue shall lie in Palm Beach County, Florida. Each party in any dispute shall be responsible for its own attorney's fees and costs, including such fees and costs associated with any appeal.
12. This AGREEMENT is binding upon the parties hereto and their respective heirs, successors, and assigns.
13. The PUBLIC AGENCIES all warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.
14. The PUBLIC AGENCIES all recognize that all parties to this AGREEMENT enjoy the same right to sovereign immunity under Florida law. Each party shall be responsible for its own negligence under this AGREEMENT. However, nothing in this AGREEMENT shall be construed as any party's waiver of its right to sovereign immunity, or as consent to be sued. The PUBLIC AGENCIES all shall individually maintain adequate insurance or be self-insured for their performance of this AGREEMENT.
15. The PUBLIC AGENCIES all shall abide by all applicable laws and regulations in the performance of this AGREEMENT including, without limitation, Florida's Public Records Act, Chapter 119, *Florida Statutes*.
16. This AGREEMENT is subject to the Palm Beach County Inspector General's authority.
17. The PUBLIC AGENCIES all are and shall be, in the performance of all activities under this AGREEMENT, independent contractors and not employees, agents or servants of the other PUBLIC AGENCIES. Each PUBLIC AGENCY shall exercise control over the means and manner in which it and its employees perform any

activity under this AGREEMENT. No PUBLIC AGENCY has the power or authority to bind any other PUBLIC AGENCY in any promise, agreement, or representation under this AGREEMENT.

18. No provision of this AGREEMENT is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT.
19. This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This AGREEMENT may be executed electronically.

IN WITNESS WHEREOF, the PUBLIC AGENCIES that are parties hereto have made and executed this Interlocal agreement to encourage and promote private investment, development, re-development, and related initiatives in central Palm Beach County on the day and date first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

CITY OF LAKE WORTH BEACH

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial
Services Director

EXHIBIT "A"
PUBLIC AGENCY NOTICE ADDRESSES

City of Atlantis

City of Atlantis City Hall
260 Orange Tree Drive
Atlantis, Florida 33462
Attn: Brian R. Moree, City Manager

City of Greenacres

Greenacres City Hall
5800 Melaleuca Lane
Greenacres, FL 33463
Attn: Andrea McCue, City Manager

Town of Haverhill

Town Hall
4585 Charlotte Street
Haverhill, FL 33417
Attn: Tracey L. Stevens, Town Manger

Town of Lake Clarke Shores

Town Hall
1701 Barbados Road
Lake Clarke Shores, FL 33406
Attn: Joseph Lo Bello, CPA, Town Manager

City of Lake Worth Beach

City Hall
7 North Dixie Highway
Lake Worth Beach, FL 33460
Attn: Jamie Brown, Interim City Manager

Town of Lantana

Town Hall
500 Greynolds Circle
Lantana, FL 33462
Attn: Brian K. Raducci, Town Manager

Village of Palm Springs

Village Hall
226 Cypress Lane
Palm Springs, FL 33461
Attn: Michael Bornstein, Village Manager

Palm Beach State College

4200 Congress Avenue
MS 52
Lake Worth, FL 33461
Attn: Barbara M. Cipriano, Provost and Dean

