

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE WORTH BEACH
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR A MASTER PLAN AND WORKSHOP FOR DOWNTOWN SITES**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2021 by and between the **City of Lake Worth Beach** (herein referred to as “the City”) and the **Treasure Coast Regional Planning Council** (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The City and/or the Council shall be referred to as either a “Party” or the “Parties” in this Agreement.

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 Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

WHEREAS, the City Commission for the City of Lake Worth Beach, Lake Worth Beach, Florida, has determined that an analysis of City and Lake Worth Beach Community

Redevelopment Agency (“CRA”) land assemblages in downtown Lake Worth Beach, to include public outreach, a virtual public workshop, design concepts and planning-level pro-formas to assist the City in preparation of a Request for Proposals, to be in the best interests of the residents and businesses of Lake Worth Beach; and

WHEREAS, the City Commission and the Council desire to enter into this Agreement to facilitate planning activities related to the subject sites generally located along the south side of Lake Avenue between South K Street and South M Street as depicted in Attachment “C”.

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 Council will assist the City with an analysis of potential redevelopment strategies, including public outreach and a virtual public workshop, for City/CRA land assemblages in downtown Lake Worth Beach.
- B. The City and the Council 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 City Commission of the City of Lake Worth Beach on behalf of the City of Lake Worth Beach and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Lake Worth Beach and the Treasure Coast Regional Planning Council.

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 Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.

- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and the Council 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.
- E. The City agrees to:
 - 1. Assist in the development of documents necessary to conduct the analysis;
 - 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 Council 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 Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, 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 City shall be obligated to pay the Council 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 shall be liable for its own actions and negligence and, to the extent permitted by law, the Council shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of Council's negligence in connection with this Agreement, and the City shall indemnify, defend and hold harmless Council against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity and shall be specifically limited by the amounts set forth in Section 768.28, Florida Statutes, including limits on attorney's fees and prohibitions against punitive damages and pre-judgment interest. Nothing in this Agreement shall be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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 City:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460

For the Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
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 City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council 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 City or the Council.

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 CRA and the Council 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 Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City's custodian of public records, provide the City 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 Council does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK MELISSA COYNE, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 586-1662; MCOYNE@LAKEWORTHBEACHFL.GOV; OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 18. FORCE MAJEURE

Except as otherwise provided in this Agreement, neither party shall be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which either party has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the party.

SECTION 19. ANNUAL APPROPRIATIONS

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.

SECTION 20. NO BENEFICIARIES

There are no third party beneficiaries to this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

City of Lake Worth Beach

ATTEST:

By: _____
Melissa Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Betty Resch
Mayor
APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

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