

Return to: (enclose self-addressed stamped envelope)

Name

Address:



Exhibit 4

CFN 20040323393
OR BK 17068 PG 0810
RECORDED 06/02/2004 16:30:09
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

Record and Return to:
Village Clerk, Village of Wellington
14000 Greenbriar Boulevard
Wellington, FL 33414

RESOLUTION NO. R99-50

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE ACME IMPROVEMENT DISTRICT, A DEPENDENT SPECIAL DISTRICT ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, TO PROVIDE A MECHANISM WHEREBY THE VILLAGE OF WELLINGTON MAY ACT ON BEHALF OF AND AS THE AGENT FOR THE ACME IMPROVEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 95-496, Laws of Florida, the Charter of the Village, converted Acme from an independent special district to a dependent special district of the Village; and

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes the joint exercise of any power, privilege, or authority, which each Party shares in common and which each might exercise separately; and

WHEREAS, both the Village and Acme possess certain governmental powers, including approval of plats, procurement of goods and services, execution of contracts, establishment of charges and fees, acquisition and disposal of property, effectuation of regulatory compliance, and defense and prosecution of court and administrative actions; and

WHEREAS, it would be more efficient and beneficial to both Parties and to the residents of the Village if the Village were to act on behalf of Acme.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby accepts and approves the interlocal agreement with the Acme Improvement District and hereby authorizes the Mayor and Village Clerk to execute the agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of June, 1999.

ATTEST:

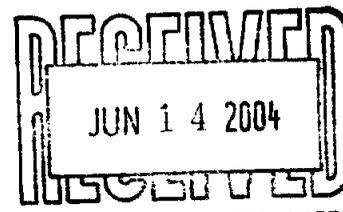
VILLAGE OF WELLINGTON, FLORIDA

BY: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

BY: Paul A. Adams
Paul A. Adams, Vice Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Christine P. Tatum
Attorney for the Village



**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF WELLINGTON AND
ACME IMPROVEMENT DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into this 22nd day of June, 1999, by and between the VILLAGE OF WELLINGTON, Florida, a municipal corporation organized under the laws of the State of Florida (the "VILLAGE"), and ACME IMPROVEMENT DISTRICT, a dependent special district organized under the laws of the State of Florida ("ACME"), pursuant to Section 163.01, Florida Statutes. The VILLAGE and ACME shall be collectively referred to as the "Parties" or each "Party."

WITNESSETH:

WHEREAS, Chapter 95-496, Laws of Florida, the Charter of the VILLAGE, converted ACME from an independent special district to a dependent special district of the VILLAGE; and

WHEREAS, Chapter 163, Part I, Florida Statutes, authorizes the joint exercise of any power, privilege, or authority which each Party shares in common and which each might exercise separately; and

WHEREAS, both the VILLAGE and ACME possess certain governmental powers, including but not limited to approval of plats, procurement of goods and services, execution of contracts, establishment of charges and fees, acquisition and disposal of property, effectuation of regulatory compliance, and defense and prosecution of court and administrative actions; and

WHEREAS, it would be more efficient and beneficial to both Parties and to the residents of the Village if the VILLAGE were to act on behalf of ACME as set forth herein.

NOW, THEREFORE, pursuant to Chapter 163, Part I, Florida Statutes, the Parties do hereby enter into an Interlocal Agreement, for the purposes as set forth herein, as follows:

SECTION 1. REPRESENTATIONS

The recitals and representations as set forth are deemed true and correct to the best knowledge of the Parties and are incorporated herein by reference.

SECTION 2. AUTHORITY FOR AGREEMENT

Each party acknowledges and agrees that it has the lawful authority to enter into this Agreement for the purposes set forth herein, and each party further agrees that any exercise of powers pursuant to this Agreement shall be consistent with law, and shall be limited only to the extent that exercise of such power would be contrary to law.

SECTION 3. PURPOSE

The purpose of this Interlocal Agreement is to provide a mechanism whereby the VILLAGE may act on behalf of and as the agent for ACME with regard to those powers and authority specified herein.

SECTION 4: VILLAGE POWERS AND AUTHORITY

The VILLAGE is hereby authorized, in addition to the powers and authority it holds in its own right, to act on behalf of ACME and as ACME's agent in the exercise of the following powers and authority:

- A. Acceptance of dedications and approval of plats.
- B. Acceptance of developer constructed improvements.
- C. Procurement of goods and services.
- D. Execution of contracts.
- E. Establishment of rates, charges and fees.
- F. Adoption and enforcement of policies and procedures.
- G. Execution of utility services agreements.
- H. Execution of instruments to acquire and dispose of interests in real and personal property. To effectuate such transfers, the Mayor shall have the authority, upon authorization by the Council, to execute any such deeds of conveyance, easement agreements, releases, or such other instruments on behalf of Acme.
- I. Effectuation of compliance with regulatory requirements of the State of Florida, the County, the SFWMD, and the Environmental Protection Agency.
- J. Defense and prosecution of court proceedings and administrative challenges.
- K. Expenditure of funds, maintenance of bank accounts, and performance of other fiscal functions, including but not limited to borrowing and incurring debt.
- L. Employment of personnel, including but not limited to compensation, discharge, and other matters incidental thereto.

SECTION 5. TERM OF THE AGREEMENT

This Agreement shall be of indefinite term. Either Party may cancel and terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party, and at that time, all responsibility and obligations under this Agreement will terminate.

SECTION 6. GENERAL CONDITIONS

A. Notice Format. Any and all notices required or permitted to be given hereunder shall be deemed received three (3) days after same are deposited in U.S. Mail sent via certified mail, return receipt requested.

All notices to the VILLAGE shall be sent to:

Village of Wellington
14000 Greenbriar Boulevard
Wellington, FL 33414
Attn: Mr. Charles H. Lynn, Village Manager

All notices to ACME shall be sent to:

Acme Improvement District
14000 Greenbriar Boulevard
Wellington, FL 33414
Attn: Mr. Charles H. Lynn, Chief Administrator

B. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof.

C. Binding Effect. All terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors, and permitted assigns.

D. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall 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 hereinafter 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.

E. Enforcement. In the event that it becomes necessary to enforce, judicially or otherwise, the terms or restrictions of this Agreement, any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, provided, however, that this clause pertains only to the Parties to this Agreement.

F. Modifications. This Agreement may be amended as necessary upon mutual written agreement of the Parties and filed with the Clerk of the Circuit Court of Palm Beach County. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and equality or dignity herewith.

G. Interpretation of Agreement. The preparation of this Agreement is considered a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the Parties.

H. Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

I. Ratification. The parties hereby ratify and confirm all powers and authority previously exercised by the VILLAGE on behalf of ACME.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first above written.

VILLAGE OF WELLINGTON

ACME IMPROVEMENT DISTRICT

BY: Paul A. Adams
Paul A. Adams, Vice Mayor

BY: Paul A. Adams
Paul A. Adams, Vice President

(SEAL)

(SEAL)

ATTEST:

ATTEST:

BY: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

BY: Hyun Uato
Secretary

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: Christine P. Tatum
Attorney for the Village

BY: Hyun Uato
Board Attorney

RESOLUTION NO. R99-50

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WHEREAS, it would be more efficient and beneficial to both Parties and to the residents of the Village if the Village were to act on behalf of Acme.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village Council hereby accepts and approves the interlocal agreement with the Acme Improvement District and hereby authorizes the Mayor and Village Clerk to execute the agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 20th day of June, 1999.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

BY: Paul A. Adams
Paul A. Adams, Vice Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Christine P. Tatum
Attorney for the Village

**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF WELLINGTON AND
ACME IMPROVEMENT DISTRICT**

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WITNESSETH:

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- H. Execution of instruments to acquire and dispose of interests in real and personal property. To effectuate such transfers, the Mayor shall have the authority, upon authorization by the Council, to execute any such deeds of conveyance, easement agreements, releases, or such other instruments on behalf of Acme.
- I. Effectuation of compliance with regulatory requirements of the State of Florida, the County, the SFWMD, and the Environmental Protection Agency.
- J. Defense and prosecution of court proceedings and administrative challenges.
- K. Expenditure of funds, maintenance of bank accounts, and performance of other fiscal functions, including but not limited to borrowing and incurring debt.
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Wellington, FL 33414
Attn: Mr. Charles H. Lynn, Village Manager

All notices to ACME shall be sent to:

Acme Improvement District
14000 Greenbriar Boulevard
Wellington, FL 33414
Attn: Mr. Charles H. Lynn, Chief Administrator

B. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof.

C. Binding Effect. All terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors, and permitted assigns.

D. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall 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 hereinafter 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.

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I. Ratification. The parties hereby ratify and confirm all powers and authority previously exercised by the VILLAGE on behalf of ACME.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first above written.

VILLAGE OF WELLINGTON

ACME IMPROVEMENT DISTRICT

BY: Paul A. Adams
Paul A. Adams, Vice Mayor

BY: Paul A. Adams
Paul A. Adams, Vice President

(SEAL)

(SEAL)

ATTEST:

ATTEST:

BY: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

BY: Hyun Uato
Secretary

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: Christine P. Tatum
Attorney for the Village

BY: Hyun Uato
Board Attorney