

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING FOR ENLARGEMENT OF VEHICULAR STORAGE**

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation, (the “City”), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (the “CRA”).

W I T N E S S E T H :

WHEREAS, the City owns a parcel of land located at 95 NE 1st Avenue, Delray Beach, Florida 33444, that includes the Old School Square Garage (the “OSS Garage”); and

WHEREAS, a portion of the OSS Garage is separated by fencing and utilized by the City and the CRA to store their vehicles and golf carts (the “Storage Area”); and

WHEREAS, the City and CRA desire to improve the Storage Area to expand the area and make it more secure; and

WHEREAS, the City enlarged the Storage Area with new additional fencing (the “Project”); and

WHEREAS, the CRA approved funding for the Project in an amount not to exceed Four Thousand Three Hundred Seventy-Five and XX/100 Dollars (\$4,375.00) in its Fiscal Year 2023-2024 Budget; and

WHEREAS, the City will provide access and space in the Storage Area to the CRA for storage of vehicles and golf carts; and

WHEREAS, the City and the CRA find that this Agreement serves a municipal and public purpose, is consistent with the Community Redevelopment Plan, and the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. The CRA shall provide funding to the City in an amount not to exceed Four Thousand Three Hundred Seventy-Five and XX/100 Dollars (\$4,375.00) for the Project (“Funding Amount”). The Funding Amount shall be due upon full execution of this Agreement. The Project included the installation of a vinyl-coated chain link fence as well as other costs related to procuring, awarding, and completing the Project.
3. The term of this Agreement shall remain in effect for five years with automatic one-year renewals thereafter, unless terminated earlier in accordance with the terms set forth herein.
4. The CRA shall have the non-exclusive use of a portion of the Storage Area solely for the storing of CRA-owned vehicles and golf carts. The City shall have access to the Storage Area at all times and may use the Storage Area for any purpose.
5. CRA shall not make or permit any improvements, additions, modifications, or alterations whatsoever to the Storage Area.
6. The City, at its sole discretion, reserves the right to terminate this Agreement with good cause upon any anniversary of the date of execution of this Agreement by providing 60 days’ written notice to CRA. The City, at its sole discretion, reserves the right to terminate this Agreement with or without good cause upon the fifth anniversary of the date of execution of this Agreement or any anniversary thereafter by providing 60 days’ written notice to CRA.
7. Upon termination of this Agreement, CRA, at its sole cost and expense, shall remove all of its vehicles, golf carts, and other personal property from the Storage Area. If the

CRA fails to remove any of these items from the Storage Area, then the City may remove them at its discretion.

8. CRA agrees to be responsible for all, actual or alleged, claims and damages arising from the negligent actions of its respective agents, officers, elected officials, invitees and employees. However, nothing set forth herein shall constitute a waiver of sovereign immunity or an agreement to indemnify the City beyond the limits set forth in Florida Statute §768.28. The obligations of this section shall survive the termination of this Agreement.

9. This Interlocal Agreement shall be filed pursuant to the requirements of section 163.01(11), Florida Statutes.

10. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

11. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

12. **PUBLIC RECORDS.** City and CRA are public agencies subject to Chapter 119, Florida Statutes. The City and CRA shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, City and CRA agree to:

12.1 Keep and maintain all records required by the City and CRA to perform the service.

12.2 Upon request from the City and CRA's custodian of public records, provide the City or CRA 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 this chapter or as otherwise provided by law.

12.3 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 contract term and following completion of the contract if the City or CRA does not transfer the records to the other party.

12.4 Upon the termination of the contract, the CRA shall transfer, at no cost to the City, all public records in possession of the CRA and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CRA keeps and maintains public records upon completion of the contract, the City 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. All records shall be transferred to the City prior to final payment being made by the CRA.

12.5 If City or CRA does not comply with this section, the City or CRA shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF THE CITY OR CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY or CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

561-243-7050

CITYCLERK@MYDELRAYBEACH.COM

13. **INSPECTOR GENERAL.** CRA is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and may demand and obtain records and testimony from the CRA, and its sub licensees and lower tier sub licensees. The CRA understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the CRA or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

15. **COSTS AND ATTORNEY'S FEES.** If either CRA or the City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

16. **ENTIRE AGREEMENT.** The CRA and the City agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

17. Neither the City nor the CRA shall assign or transfer any rights or interest in this Agreement.

18. This Agreement shall not be valid until signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to Form and
Legal Sufficiency:

Lynn Gelin, City Attorney

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Thomas F. Carney, Jr., Chair

ATTEST:

Renée A. Jadusingh, Esq., Executive Director

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

Ashlyn K. Darden, Legal Advisor