

**AMENDMENT NO. 4  
TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH  
AND THE DELRAY BEACH DOWNTOWN DEVELOPMENT AUTHORITY**

This AMENDMENT NO. 4 to the **INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE DELRAY BEACH DOWNTOWN DEVELOPMENT AUTHORITY** dated February 27, 2023 (hereinafter "Agreement") by and between the **City Of Delray Beach, Florida**, a Florida Municipal Corporation, whose address is 100 NW 1st Avenue, Delray Beach, FL, 33444 (hereinafter "City") **and the Delray Beach Downtown Development Authority**, a dependent taxing authority, whose address is 350 SE 1st Street, Delray Beach, FL 33483 (hereinafter "DDA"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**RECITALS**

**WHEREAS**, the City and the DDA (collectively, the "Parties") entered into an interlocal agreement wherein the DDA manages and operates the OSS Campus located at 51 N. Swinton Avenue, Delray Beach, FL; and

**WHEREAS**, the Agreement was amended on March 31, 2023 to remove the ability to terminate the Agreement without cause during the initial term; and

**WHEREAS**, the Agreement was further amended on October 17, 2023 to remove the Crest Theater from the Licensed Area and to update the management fee pursuant to the budgetary appropriation approved by the City Commission for the 2023-2024 fiscal year; and

**WHEREAS**, the Agreement was amended on October 1, 2024 to update the management fee approved by the City Commission for the 2024-2025 fiscal year; and

**WHEREAS**, the parties desire to amend the Agreement to include the management fee for the 2024-2025 fiscal year; and

**WHEREAS**, the Parties agree that this Amendment No. 4 is in the best interest of the City of Delray Beach.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 6 of the Agreement is deleted in its entirety and replaced with the following:

**Fees.**

- a. No later than December 31, 2025, the City shall pay the DDA a management fee of Seven Hundred Thousand Dollars (\$700,000.00) for the administration, setup, operation,

maintenance, and programming of activities, exhibitions, and special events on or at the OSS Campus to be provided by the DDA.

- b. The management fee for each year of this Agreement, including any additional term(s) shall be determined by the City during the City's regular budget process. The DDA shall participate in the City's regular budget process and submit a proposed annual budget/ funding request for each fiscal year of the Agreement, including any renewal term. The DDA shall present its request to the City Commission at a workshop meeting to be scheduled annually in the month of May.
  - c. Commencing October 1, 2024, the DDA's annual budget/funding request for each fiscal year shall include a revenue-sharing plan for the upcoming fiscal year, in which the DDA shall agree to pay to the City ten percent (10%) of the net revenues derived from activities managed by DDA in connection with this Agreement during the upcoming fiscal year to be used for programming costs for the OSS Campus. The DDA shall provide proof of its revenues along with requisite documentation in support thereof in its quarterly reports to the City. The City Manager in his sole discretion shall determine the manner for remittance of said revenues to the City as well as the disbursement of said funds.
  - d. In the event the DDA decides to operate the gift shop located in the Cornell Museum, such operation shall be done in accordance with all applicable laws. The inventory, display, and management of the gift shop shall be under the sole control of the DDA. Collection and remittance to the Department of Revenue of any/all applicable sales tax shall be the responsibility of DDA.
3. Ratifications. The terms and provisions set forth in this Amendment No. 4 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, Amendments No. 1, 2 and 3. The terms and provisions of the Agreement, as expressly modified and superseded by its amendments, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties have caused this Amendment No. 4 to be executed as of the date first set forth above.

**ATTEST:**

**CITY OF DELRAY BEACH, FLORIDA**

\_\_\_\_\_  
Alexis Givings, City Clerk

\_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

**DELRAY BEACH DOWNTOWN  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_