

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING DISPARITY STUDY CONSULTING SERVICES**

This Interlocal Agreement (hereinafter "Agreement") is made the ___ day of _____, 2024, between the CITY OF DELRAY BEACH, a Florida municipal corporation (hereinafter "CITY") and DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part 111, of the Florida Statutes (hereafter "CRA").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments 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 would harmonize geographic, economic, population and other factors influencing the needs and developments of local communities; and

WHEREAS, in January 17, 2023, the CITY is engaged the services of Keen Independent Research, LLC (“Consultant”), to conduct a study (“Disparity Study”) with a contact amount of Two Hundred Forty Two Thousand Three Hundred Fifty Six Dollars and 00/100 Cents (\$242,356.00) to determine if there is a disparity between the number of minority and women owned businesses that are ready, willing, and able to perform construction, professional services, and goods and services contracts for the City of Delray Beach and the numbers of these same business types who are actually participating in the same types of contracts with the City of Delray Beach; (“Scope of Services”); and

WHEREAS, the CRA is responsible for carrying out community redevelopment activities and projects within the CRA District, which represents 20% of the CITY area, in

accordance with the 2014 Delray Beach Community Redevelopment Plan (“Redevelopment Plan”) and Chapter 163, Part III, Florida Statutes known as “Community Redevelopment”; and

WHEREAS, annually the CRA provides funding to the CITY via interlocal agreements for various redevelopment activities within the CRA District, including but not limited to capital improvement projects, policing innovations, slum and blight elimination services, etc.

WHEREAS, Section 163.370(5), Florida Statutes states “[a] community redevelopment agency shall procure all commodities and services under the same purchasing processes and requirements that apply to the county or municipality that created the agency”; and

WHEREAS, given that the CRA shall procure all commodities and services under the same purchasing processes as the CITY based on Florida Statutes, the CRA provides funding to the CITY, and the CRA District represents 20% of the CITY area, the CRA and the CITY desire to enter into this Interlocal Agreement ("ILA"); and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

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

The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

1. In consideration of the CITY engaging the services of the Consultant, to provide professional consulting services to include the CRA associated with the Amended Scope of Services for the Disparity Study, the CRA agrees to pay the CITY an amount not to exceed Fifty-Thousand Dollars and 00/100 Cents (\$50,000.00). Such payment shall be made by the CRA to the CITY upon receipt of written request from the CITY advising that the CITY has executed

an Amendment to the agreement with the Consultant adding professional consulting services for analysis of CRA data and incorporation into the final report associated with the Disparity Study. During the term of this Agreement, the CITY shall provide monthly updates to the CRA, no later than the 10th day of each month, which include documentation related to fees paid by the CITY to the Consultant, and the services provided by the Consultant performing the Scope of Services during that time period.

2. The term of this Agreement shall commence upon execution by both parties and may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails to 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 CRA shall be obligated to pay the CITY for only the work performed pursuant to the Scope of Services to provide professional consulting services associated with the Disparity Study, up to the date of termination.

3. The CITY shall insure that all publicity, public relations, advertisements and signs recognize the CRA for the support of all activities conducted with the funds provided by the CRA. The use of the CRA logo is permissible, but all signs or other advertising materials used to publicize CRA funded activities must be approved by the CRA prior to being utilized. Upon request by the CRA, the CITY shall provide proof of the use of the CRA logo as required by this paragraph.

4. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

5. PUBLIC RECORDS. CITY is a public agency subject to Chapter 119, Fla. Stat. The CRA shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CRA agrees to:

5.1 Keep and maintain all records that ordinarily and necessarily would be required by the CITY.

5.2 Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

5.4 Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the CRA at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY 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 to the CRA.

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

6. GOVERNING LAW. 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.

7. 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.

8. 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.

9. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.

10. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

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

Approved as to Form:

Lynn Gelin, City Attorney

(CRA SIGNATURE PAGE TO FOLLOW)

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING DISPARITY STUDY CONSULTING SERVICES CONT.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Renee A. Jadusingh, Esq.
CRA Executive Director

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

(SEAL)

APPROVED AS TO LEGAL FORM:

CRA Legal Advisor
Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ___ day of _____, 20__, 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 _____