

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR PARTNERSHIP FOR CITY TENNIS TOURNAMENTS**

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation, (hereinafter referred to as “**CITY**”), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**CRA**”).

W I T N E S S E T H:

WHEREAS, the **CITY** hosts tennis tournaments, including the ATP Champions/Delray Beach Open (“Tournament”) at the Delray Beach Tennis Center; and

WHEREAS, the Delray Beach Tennis Center is located within the City’s Community Redevelopment Area; and

WHEREAS, the **CRA** desires to be a co-title partner with the **CITY** for the Tournament; and

WHEREAS, the Tournament will be from February 10, 2023, to February 19, 2023; and

WHEREAS, the Tournament attracts numerous spectators to the Community Redevelopment Area who also patronize local businesses, which provides a beneficial economic impact to those businesses located within the Community Redevelopment Area and provides an opportunity for the **CRA** to disseminate community redevelopment information; and

WHEREAS, Section 163.387(6)(c)(9), Florida Statutes, authorizes the expenditure of **CRA** funds on “[e]xpenses that are necessary to exercise the powers granted under Section 163.370, as delegated under Section 163.358”; and

WHEREAS, Section 163.370(2)(b) provides that the CRA shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions to disseminate community redevelopment information; and

WHEREAS, the Delray Beach CRA Community Redevelopment Plan (“Redevelopment Plan”), Part Four, Section II(C)(#3.11), p. 106, in 1992, the CRA contributed \$481,000 to the rehabilitation of the City’s Municipal Tennis Center in order to reduce blighted conditions which entailed expanding the existing center including the construction of a 3,000-seat¹ stadium court, as well as additional courts and a pro shop; and

WHEREAS, the Redevelopment Plan, Part Four, Section II(C)(#3.11), p. 107, provides a CRA objective of encouraging the use of the Municipal Tennis Center as a venue for major sporting events and other entertainment activities; and

WHEREAS, the Redevelopment Plan, Part Three, Section I(C), p. 27, recognizes a need to improve the pedestrian relationship of the Tennis Center with other uses on West Atlantic Avenue; and

WHEREAS, on September 29, 2022, the CRA Board of Commissioners adopted Resolution No. 2022-09 adopting the CRA Annual Budget for Fiscal Year 2022-2023 (“Annual Budget”); and

WHEREAS, the CRA’s Annual Budget allocates funds for this matter in this Fiscal Year; and

WHEREAS, due to the beneficial economic impact of the Tournament and the opportunity for the CRA to disseminate community redevelopment information, the **CRA** and the **CITY** find that this Interlocal Agreement serves a municipal and public purpose,

¹ Since that time, seating in the stadium has been increased to 8,200 seats.

and is in the best interest of the health, safety, and welfare of the City of Delray Beach, including the Community Redevelopment Area.

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 the amount of Nine Hundred Five Thousand and 00/100 Dollars (\$905,000.00) (“Funding Amount”) to be a co-title partner for the Tournament, to be held from February 10, 2023, to February 19, 2023, to help defray the costs of the 2023 Delray Beach Open. A portion of the **CRA’s** Funding Amount will cover the costs for the **CRA’s** share of the attendant benefits of that partnership, as provided in **Exhibit “A”**, attached hereto and incorporated herein, for the purpose of evaluating the impact of the subject events and activities and to promote the dissemination of community redevelopment information. Such payment shall be made to the **CITY** within 30 days of the **CRA’s** receipt of the invoice from the **CITY**.

3. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2023. In the event the **CITY** desires to have the **CRA** fund the Tournament scheduled in 2024, the **CITY** shall forward the **CRA** a written funding request for the 2024 Tournament, including the amount of the requested funding, no later than May 30, 2023, in order to allow the **CRA** to consider the funding request as part of its budgeting process.

4. 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.

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

6. 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.

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 or portion hereof.

8. **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** agrees to:

8.1 Keep and maintain all records required by the **CITY** and **CRA** to perform the service.

8.2 Upon request from the **CITY's** or **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.

8.3 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 **CITY** or **CRA**.

8.4 Upon the termination of the contract, the **CITY** and **CRA** shall transfer, at no cost to the **CITY** or **CRA**, all public records in possession of the **CITY** or **CRA** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CITY** or **CRA** keeps and maintains public records upon completion of the contract, the **CITY** or **CRA** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY** or **CRA**, upon request from the **CITY's** or **CRA's** custodian of public records in a format that is compatible with the information technology systems of the **CITY** or **CRA**. All records shall be transferred to the **CITY** prior to final payment being made by the **CRA**.

8.5 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'S 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
OR
KIM N. PHAN, ESQ.
561-276-8640
KIMP@MYDELRAYBEACH.COM

9. 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.

10. 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.

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

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ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

Lynn Gelin, City Attorney

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Shirley E. Johnson, Chair

ATTEST:

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

Kim N. Phan, Legal Advisor

EXHIBIT “A”

PARTNERSHIP BENEFITS