

**FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF DELRAY BEACH AND THE  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
TO PROVIDE FUNDING FOR THE IRRIGATION AND MAINTENANCE OF LANDSCAPING  
ASSOCIATED WITH CERTAIN STREETScape BEAUTIFICATION PROJECTS**

**THIS FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FUNDING OF THE IRRIGATION AND MAINTENANCE OF LANDSCAPING ASSOCIATED WITH CERTAIN STREETScape BEAUTIFICATION PROJECTS ("AMENDMENT")** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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**").

**WITNESSETH:**

**WHEREAS**, the **CITY** and the **CRA** entered into an Interlocal Agreement to provide funding for the irrigation and maintenance of the landscaping along NE/NW 2<sup>nd</sup> Street and SW 12<sup>th</sup> Avenue on September 28, 2011 (the "Original Agreement"); and

**WHEREAS**, on February 11, 2013, the **CITY** and the **CRA** entered into the First Amendment to the Original Agreement (the "First Amendment"), to include **Exhibit "A"**, which lists the specific projects, the associated maintenance components the **CRA** will fund, and to increase **CRA** funding under the Original Agreement to cover the maintenance cost of the landscaping associated with the Delray Beach Gateway Feature Project depicted in **Exhibit "B"** to the First Amendment; and

**WHEREAS**, on April 8, 2014, the **CITY** and the **CRA** entered into the Second Amendment to the Original Agreement (the "Second Amendment"), to amend **Exhibit "A"**, which lists the specific projects, the associated maintenance components the **CRA** will fund, and to increase **CRA** funding under the Original Agreement to cover the maintenance cost of the landscaping associated with the SW 2<sup>nd</sup> Street Beautification Project listed on **Exhibit "A"** to the First Amendment; and

**WHEREAS**, on February 16, 2016, the **CITY** and the **CRA** entered into the Third Amendment to the Original Agreement (the "Third Amendment"), to further amend **Exhibit "A"** to

the Original Agreement, in order to provide for the **CRA** to fund the irrigation and maintenance cost of the landscaping associated with the Federal Highway Beautification Project listed on **Exhibit “A”** to the Third Amendment to the Interlocal Agreement (the “Third Amendment”); and

**WHEREAS**, on January 24, 2017, the **CITY** and the **CRA** entered into the Fourth Amendment to the Original Agreement (the “Fourth Amendment”), to further amend **Exhibit “A”** to the Original Agreement, in order to extend the time period for the **CRA** to fund the costs associated with the irrigation and landscaping along the NE/NW 2<sup>nd</sup> Street right of way as well as the irrigation and landscaping along SW 12<sup>th</sup> Avenue from West Atlantic Avenue to SW 3<sup>rd</sup> Street, to a time period up to and including September 28, 2021; and

**WHEREAS**, the **CITY** and the **CRA** desire to amend the Original Agreement, and further amend **Exhibit “A”** to the Original Agreement, as previously amended, in order to provide for the **CRA** to fund the actual costs for electrical fees for the decorative light fixtures, and the irrigation and maintenance of the landscaping associated with the NW 12<sup>th</sup> Avenue Beautification Project, Martin Luther King Jr. Drive Phase II Beautification Project, SE 2<sup>nd</sup> Street/Avenue Beautification Project, NE 2<sup>nd</sup> Avenue Beautification Project, W. Atlantic Avenue Beautification Project, and SW 14<sup>th</sup> Avenue Beautification Project listed on **Exhibit “A”** and to extend the time period for the **CRA** to fund the costs associated with the projects included in **Exhibit “A”**, up to and including September 30, 2024, subject to annual budgetary approval; and

**WHEREAS**, this Fifth Amendment serves both a municipal and public purpose, and is consistent with the **CRA's** Redevelopment Plan, and the provisions 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** and the **CITY** agree to amend **Exhibit “A”**, the Original Agreement, as previously amended, which lists the specific projects, and the associated maintenance components the **CRA** will fund, and the time frame that the **CRA** will provide funding for the maintenance of the specified projects. This provision does not preclude the **CRA** from performing

the referenced tasks for projects included in **Exhibit "A"**, if mutually agreed upon by the **CITY** and **CRA**.

3. The **CRA** and the **CITY** agree to amend **Exhibit "A"**, to the Original Agreement, as previously amended, in order to provide for the **CRA** to fund the actual costs for the electrical fees for the decorative light fixtures, and the irrigation and maintenance of the landscaping associated with the NW 12<sup>th</sup> Avenue Beautification Project, Martin Luther King Jr. Drive Phase II Beautification Project, SE 2<sup>nd</sup> Street/Avenue Beautification Project, NE 2<sup>nd</sup> Avenue Beautification Project, W. Atlantic Avenue Beautification Project, and SW 14<sup>th</sup> Avenue Beautification Project listed on **Exhibit "A"** to this Amendment. The maximum total amount of funding to be provided by the **CRA** to the **CITY** under the Original Agreement as amended by this Fifth Amendment shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).

4. The **CRA** and the **CITY** agree to amend **Exhibit "A"** to the Original Agreement, as previously amended, to provide for an extension of the time period for the **CRA** to fund the following projects contained in **Exhibit "A"**, up to and including September 30, 2024, subject to annual budgetary approval. **Exhibit "A"** to the Original Agreement, which is attached hereto, and incorporated herein by reference is hereby amended to provide for the inclusion of all projects listed on **Exhibit "A"**.

5. Funding for the maintenance of the projects specified in **Exhibit "A"** may be renewed for five (5) year periods subject to the execution of a written amendment to this Agreement.

6. All other terms and conditions of the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, not otherwise in conflict with this Fifth Amendment shall remain in full force and effect.

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By:   
\_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to Form:

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

ATTEST:

  
\_\_\_\_\_  
Jeff Costello, Executive Director

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By:   
\_\_\_\_\_  
Shelly Petrolia, Mayor  
Chair

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

  
\_\_\_\_\_  
General Counsel

**EXHIBIT "A"**

**STREETSCAPE BEAUTIFICATION PROJECT MAINTENANCE -  
5-YEAR MAINTENANCE SCHEDULE FOR EACH PROJECT**

Project Name/Maintenance Description/Project Maintenance	Funding Amount
<b>A</b> Martin Luther King Jr. Drive - NE/NW 2 <sup>nd</sup> St (NE 1 <sup>st</sup> Ave – I-95 Sound Wall) 1. Irrigation and maintenance costs for the landscaping along the NE/NW 2 <sup>nd</sup> Street right-of-way, along with the landscaping located within the two (2) public plazas located at the following locations: a. The southwest corner of NW 5 <sup>th</sup> Avenue and NW 2 <sup>nd</sup> Street; and b. The northeast corner of NW 2 <sup>nd</sup> Street and NW 2 <sup>nd</sup> Avenue. 2. Electrical costs for decorative light fixtures and outlets along the right-of-way	
<b>B</b> SW 12 <sup>th</sup> Avenue (W Atlantic Ave – SW 3 <sup>rd</sup> St) 1. Irrigation and maintenance costs for the landscaping along the right-of-way of SW 12 <sup>th</sup> Avenue, between West Atlantic Avenue and SW 3 <sup>rd</sup> Street 2. Electrical costs for decorative light fixtures and outlets along the right-of-way	
<b>C</b> Atlantic Avenue Gateway Feature 1. Maintenance costs for the landscape material as depicted on Exhibit "B". SW 2 <sup>nd</sup> Street Beautification	
<b>D</b> SW 2 <sup>nd</sup> Street Beautification 1. Irrigation and maintenance costs for the landscaping along the right-of-way of SW 2 <sup>nd</sup> Street, between S. Swinton Avenue and SW 15 <sup>th</sup> Avenue.	
<b>E</b> Federal Highway Beautification 1. Irrigation and maintenance costs for the landscaping along the right-of-way of NE/SE 5 <sup>th</sup> & 6 <sup>th</sup> Avenues, between George Bush Boulevard and SE 10 <sup>th</sup> Street. 2. Electrical costs for decorative light fixtures and outlets along the right-of-way of NE/SE 5 <sup>th</sup> & 6 <sup>th</sup> Avenues, between NE and SE 2 <sup>nd</sup> Streets.	
<b>F</b> NW 12 <sup>th</sup> Avenue 1. Irrigation and maintenance costs for the landscaping along the right-of-way of NW 12 <sup>th</sup> Avenue, between W. Atlantic Avenue and Martin Luther King, Jr. Drive 2. Electrical costs for decorative light fixtures and outlets along the right-of-way of NW 12 <sup>th</sup> Avenue, between W. Atlantic Avenue and Martin Luther King, Jr. Drive	
<b>G</b> NE 2 <sup>nd</sup> Avenue 1. Irrigation and maintenance costs for the landscaping along the right-of-way of NE 2 <sup>nd</sup> Avenue, between NE 4 <sup>th</sup> Street and George Bush Boulevard. 2. Electrical costs for decorative light fixtures and outlets along the right-of-way of NE 2 <sup>nd</sup> Avenue, between NE 4 <sup>th</sup> Street and George Bush Boulevard.	
<b>H</b> SE 2 <sup>nd</sup> Street/SE 2 <sup>nd</sup> Avenue 1. Irrigation and maintenance costs for the landscaping along the right-of-way of SE 2 <sup>nd</sup> Street, between Swinton Avenue and SE 3 <sup>rd</sup> Avenue; and, SE 2 <sup>nd</sup> Avenue, between SE 2 <sup>nd</sup> Street and SE 3 <sup>rd</sup> Street. I. W Atlantic Avenue	
1. Irrigation and maintenance costs for the landscaping along the right-of-way of W. Atlantic Avenue, between Swinton Avenue and NW/SW 12 <sup>th</sup> Avenue.	

EXHIBIT "A"

J. SW 14 <sup>th</sup> Avenue	
1. Maintenance costs for the landscaping along the right-of-way of SW 14 <sup>th</sup> Avenue between SW 1 <sup>st</sup> Street and SW 2 <sup>nd</sup> Street.	
<b>Total Annual CRA Funding Not To Exceed:</b>	<b>\$100,000.00</b>