

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY TO
PROVIDE FUNDING FOR LIGHTING AT OLD SCHOOL SQUARE**

THIS AGREEMENT is made this ____ day of _____, 2022 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation, (hereinafter referred to as 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 (hereinafter referred to as the “CRA”).

W I T N E S S E T H :

WHEREAS, the City acquired fee simple title to that certain parcel of real estate together with the improvements thereon commonly referred to as “Old School Square”, located at 51 N. Swinton Avenue, Delray Beach, FL, pursuant to a Special Warranty Deed dated March 15, 1989 (hereinafter referred to as the “Property”); and

WHEREAS, the Property is in need of improved lighting to promote safety and deter crime; and

WHEREAS, the Property is located within the CRA district; 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)(c) provides that the CRA shall have all the powers necessary or convenient to undertake and carry out community redevelopment and related activities within the community redevelopment area; and

WHEREAS, Section 163.340(9) states that community redevelopment means undertakings, activities, or projects of a community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight; and

WHEREAS, Section 163.340(7) states that a slum area means an area having physical or economic conditions conducive to disease, infant mortality,

juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and inadequate provision for lighting; and

WHEREAS, the Delray Beach CRA Community Redevelopment Plan (“Redevelopment Plan”), Part Four, Section I(B), p. 53, states that the CRA will promote and encourage restoration and preservation of historic structures in the Old School Square Historic Arts District; and

WHEREAS, the Redevelopment Plan, Part Four, Section II(B)(#.23), p. 78, anticipates future improvements to the Old School Square campus; 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 line item 5201 – Old School Square Campus Activation allocates funds for this matter; and

WHEREAS, the CRA has historically planned for providing improved lighting for the Old School Square campus; 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 in an amount not to exceed **Ten Thousand and 00/100 Dollars (\$10,000.00)** to the City for up-lighting and tree lighting for the Property.
3. Payment shall be made to the City within thirty (30) days of the City’s presentation to the CRA of a paid invoice for said lighting.
4. This Agreement terminates immediately upon receipt by the City of full payment from the CRA or until either party delivers written notice to the other party of its intent to terminate this Agreement.

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 of portion hereof.

8. PUBLIC RECORDS. The 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:

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

8.2 Upon request from the City 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 C prior to final payment being made by the CRA.

8.5 If the 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

OR

KIM N. PHAN, ESQ.

561-276-8640

KIMP@MYDELRAYBEACH.COM

9. INSPECTOR GENERAL. The 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.

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

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:

Renée A. Jadusingh, Esq., Executive Director

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

Legal Advisor