

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 16th day of February, 2016, 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** will be performing various construction projects located in the CRA district and as shown on Exhibit "A"; and

WHEREAS, the **CRA** is providing funding for the projects in the amount listed on Exhibit "A"; and

WHEREAS, this **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 to the **CITY** in the amounts listed and for the projects listed on Exhibit "A". Such payment shall be made to the **CITY** upon the bid award to the contractor, or approval of a Service Authorization with a consultant. Funding for the projects listed on Exhibit "A" shall include actual construction costs as well as other costs directly related to procuring, awarding, and completing the project construction including, but not limited to, advertising, testing, inspection, and utility

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relocation costs. This provision does not preclude the **CRA** from performing the referenced tasks for projects listed on Exhibit "A" if mutually agreed upon by the **City** and **CRA**.

3. The **CITY** shall provide a written request to the **CRA** for approval of any change order that will result in an increase in the funding to be provided by the **CRA**. The **CITY** shall submit the written request to the **CRA** prior to the execution of any work covered by the change order. Failure to obtain the **CRA**'s approval of the funding for the change order, prior to the execution of the work, shall be a basis for the **CRA** to deny additional funding to the **CITY** for the project identified in the change order. The **CITY** and the **CRA** agree and acknowledge that the approval of a change order does not require an amendment to this Agreement.

4. The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this agreement, or 60 days after the City receives the final invoice from the contractor or professional for all of the projects listed on Exhibit "A". Notwithstanding the foregoing, once the City has executed a contract with a contractor or professional for a particular project, the **CRA** shall not be allowed to withdraw its funding for that particular project. If the **CITY** terminates this Agreement, the **CITY** shall refund to the **CRA** any funding that was provided to the **CITY** but was not paid to the contractor or professional. If the total funds the **CITY** requires to complete a particular project, as identified in Exhibit "A", is less than the amount paid by the **CRA** to the **CITY** for a particular project, the **CITY** shall refund to the **CRA** any and all funds provided to the **CITY** that exceed the amount the **CITY** paid to the contractor or professional for the particular project.

5. Once the **CRA** provides any funding for any of the projects identified in Exhibit "A", the **CITY** shall provide the **CRA** with monthly reports detailing the progress of the specific projects, including, but not limited to, the contract amount, the amount of funds paid to the contractor, the status of the project, and the total of any change orders related to the project.

6. 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 used to publicize **CRA** contracted activities must be approved by the **CRA** Executive Director or her designee prior to being posted. Upon request by the **CRA**, **CITY** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

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

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. 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.

10. **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:

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

10.2 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.

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

10.4 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**.

10.5 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.

11. 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.

12. 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.

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

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

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF DELRAY BEACH, FLORIDA

By:

Cary Glickstein, Mayor

ATTEST:

Jeffrey Costello, Executive Director

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By:

Reginald A. Cox, Chair

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of January, 2016, by Reginald Cox, as Chairman (name of officer or agent, title of officer or agent), of Delray CRA Board (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification.



Susan B. Shaw
Commission # FF070388
Expires: Nov. 13, 2017
WWW.AARONNOTARY.COM

Notary Public – State of Florida

EXHIBIT "A"

Fiscal Year 2015-2016 Projects			
	City Project #	Project Name	Amount of CRA Funding
1.	2014-023	SW 10 th /9 th Ave Improvements	\$ 200,000.00
2.	2014-002	Block 8 Alley (South of W Atlantic Ave - SW 10 th /11 th Aves)	\$ 120,000.00
3.	2010-041	NW 12 th Ave – Atlantic to MLK	\$ 1,185,000.00
4.	2016-514	Old School Square – Building Maintenance	\$ 300,000.00
5.	2016-596	Old School Square Campus/Park Upgrades	\$ 200,000.00
6.	2013-022	S Swinton Ave & SW/SE 1 st St Traffic Signal	\$ 250,000.00
7.	2014-008	Parking Study Implementation (E. Atlantic Ave Crosswalk Upgrades)	\$ 160,000.00
8.	2016-650	Parking Study Implementation (Atlantic & E 2 nd Ave Crosswalk)	\$ 25,000.00
9.	2016-668	Veteran's Park	\$ 200,000.00
10.	2015-608	MLK Jr. Drive Phase II (NW 12 th Ave to I-95 Sound Barrier)	\$ 400,000.00
11.	2011-024	NE 3 rd St/Ave Streetscape & Alley Improvements	\$ 210,000.00
12.	2011-009	Block 32 Alley	\$ 120,000.00
13.	2014-052	Merritt Park Renovations	\$ 570,000.00
14.	2016-676	SW 2 nd Street Beautification (Phase II)	\$ 200,000.00
15.	2013-015	Osceola Park Neighborhood Improvements	\$ 250,000.00
16.	2013-020	SE 2 nd St (Swinton – SE 3 rd Ave), SE 2 nd Ave & Alleys Blk 87	\$ 1,500,000.00
17.	2016-002	Sidewalks – CRA District	\$ 500,000.00
18.	2015-620	NW/SW Neighborhood Alleys	\$ 330,000.00
19.	2015-040	NW/SW Neighborhood Alleys (NW 5th Avenue Beautification Alleys)	\$ 80,000.00
20.	2011-067	NE 2 nd Ave/Seacrest Blvd Beautification	\$ 1,300,000.00
21.	2009-006	Block 20 Alley Improvements	\$ 75,000.00
22.	2014-024	SW 2 nd Terrace Reconstruction	\$ 65,000.00