

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
DELRAY BEACH AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT  
AGENCY FOR FUNDING OF TROLLEY SERVICE**

**THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR  
FUNDING OF TROLLEY SERVICE** ("First Amendment"), is made this  
11th 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** and the **CRA** entered into an Interlocal Agreement for the  
Funding of Trolley Service, on March 21, 2014 (the "Original Agreement"), which  
provided for funding for the operation of a trolley service within the downtown area of  
the City; and

**WHEREAS**, the **CITY** and **CRA** desire to amend the Original Agreement by  
entering into this First Amendment in order to remove the limitation on the amount of  
funding which the **CRA** can provide to the **CITY** for the operation of the trolley service,  
pursuant to the Original Agreement.

**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 **CITY** and the **CRA** desire to amend Paragraph 2 of the Original  
Agreement to read as follows:

The **CRA** agrees to pay the **CITY** an amount to be determined, and agreed to through the budgeting process, for the operation of the trolley service in the downtown area of the **CITY**. The **CRA** shall pay the budgeted funds to the **CITY** on a quarterly basis, following the **CRA's** receipt of an invoice from the **CITY** which documents the **CITY's** actual expenses for the trolley service for the quarter.

3. That except as amended herein, the **CITY** and the **CRA** ratify, approve, and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

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

ATTEST:

  
City Clerk

Approved as to Form:

  
City Attorney

CITY OF DELRAY BEACH, FLORIDA

By:   
Cary Glickstein, Mayor

ATTEST:

  
Jeff 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 15<sup>th</sup> day of Dec, 2015, by Reggie Cort, as Chair (name of officer or agent, title of officer or agent), of Delray CRAFT 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

Susan B. Shaw  
Notary Public – State of Florida