

## **BUS SHELTER PARTNERSHIP AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, located at 20 North Swinton Avenue, Delray Beach 33444 (hereinafter referred to as “CRA”) and **DELRAY CHAMBER EDUCATIONAL FUND, INC.** located at c/o Greater Delray Beach Chamber of Commerce, 140 NE 1st Street, Delray Beach, FL 33444 (hereinafter referred to as (the “DCEF”), provides as follows:

**WHEREAS**, in order to promote and help fund education initiatives at public schools located within the City of Delray Beach, Florida, the DCEF, in conjunction with the City of Delray Beach is asking local business to join in their efforts by partnering with one or more public schools by wrapping the glass enclosures surrounding certain bus stops (“Bus Shelters”) located in the City of Delray Beach. Under this program, DCEF will engage a contractor to wrap a designated Bus Shelter with artwork featuring the school selected and the name of the partner; 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(8) states that a blighted area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to

economic distress with a predominance of inadequate public transportation facilities, unsanitary or unsafe conditions and deterioration of site or other improvements; and

**WHEREAS**, the Delray Beach CRA Community Redevelopment Plan (“Redevelopment Plan”), Part Three Section II(A), p. 31, identified an Overall Need of the CRA district is the removal of slum and blight; and

**WHEREAS**, the CRA has agreed to partner with DCEF and wrap a designated Bus Shelter(s) for the school(s) and location(s) within the CRA district set forth herein; and

**WHEREAS**, the CRA finds that this Agreement serves a 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 undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above-stated recitals are incorporated as if fully set forth herein.
2. Upon the execution of this Agreement, CRA will pay DCEF the sum of \$2,500.00 for a one-year contract for each Bus Shelter art wrap designated. CRA is purchasing wrap(s) for one (1) Bus Shelter(s) for a total of \$2,500.00. CRA is designating Bus Shelter on Atlantic Avenue #7622 near the gas station between Northwest 8<sup>th</sup> and 9<sup>th</sup> Avenue, Delray Beach, Florida 33444, herein attached as Exhibit “A” and incorporated by reference.

Requested School: Village Academy

3. CRA’s name shall appear as a logo attached in Exhibit B. All Bus Shelter wrap designs shall be uniform using standard design and size with no colors in a 3 foot by 3 foot space on the end panel of the shelter. The copy can include a logo, company name, phone number and website.

4. This Agreement and all Bus Shelters and wrap design and content are subject to approval by the City of Delray Beach and DCEF Board of Directors.

5. CRA represents it has the right to use and to allow DCEF to use any name, logo and artwork submitted pursuant to this Agreement and shall hold the DCEF and the City of Delray Beach harmless for any third-party claim for such use herein.

6. The term of this Agreement is for one year, after which CRA may be offered a renewal for an additional one-year term upon approval of the DCEF and the City of Delray Beach. Wrapping of bus shelter shall not commence until receipt of partner payment. The start date of the term will be the date on which work has been completed by Wrap Vendor and notification is sent to CRA. At end date, DCEF and/or City shall remove CRA's name and logo at their convenience. Notwithstanding anything in this Agreement to the contrary, this Agreement and any wraps may be terminated prior to the end of any Term by the City of Delray Beach for any reason. Such termination shall not result in any liability to the DCEF or the City of Delray Beach for any unfulfilled time remaining on the Term of any wrap.

7. DCEF shall have no responsibility for maintenance or replacement if damaged, although it will do its best to have the City and/or wrap vendor assume such responsibilities.

8. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of State of Florida, with venue to be located in the courts located in Palm Beach County, Florida.

9. This Agreement constitutes the entire agreement and understanding of the parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. This Agreement shall be binding on each party and its representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the day and year first above written.

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY:**

\_\_\_\_\_  
By:\_\_\_\_\_

Name: Shirley E, Johnson, Title: Chair

**DELRAY CHAMBER EDUCATION FUND, INC.**

By:\_\_\_\_\_  
Vice Chair of DCEF

James R. Chard\_\_\_\_\_  
(Name Printed or Typed)

## Exhibit "A" Location Map

Bus shelter on Atlantic Avenue #7622 - between NW 8<sup>th</sup> & NW 9<sup>th</sup> Ave., Delray Beach, FL 33444



**Exhibit “B”  
CRA LOGO**

