

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF DELRAY BEACH AND THE  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES  
FY 2016-2017**

**THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FUNDING OF CONSTRUCTION/PROFESSIONAL SERVICES ("SECOND AMENDMENT")** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 for the Funding of Construction/Professional Services for Fiscal Year 2016-2017, on November 1, 2016 (the "Original Agreement"), which provided for funding for construction and professional services for projects within the Community Redevelopment Area; and

**WHEREAS**, on March 3, 2017, the **CRA** and the **CITY** entered into the First Amendment to the Original Agreement to provide for changes in the amount of funding for the projects listed in **Exhibit "A"** of the Original Agreement; and

**WHEREAS**, the **CRA** and the **CITY** desire to enter into this Second Amendment to the Original Agreement (the "Second Amendment") in order to amend **Exhibit "A"** to the Original Agreement, to provide for changes in the amount of funding for various projects listed in **Exhibit "A"** of the Original Agreement including the Old Square Field House Building project.

**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"** to the Original Agreement, to reflect the changes in the amount of funding provided by the **CRA** for Fiscal Year 2016-17 for the projects listed in **Exhibit "A"** to the Original Agreement. The **CRA** will ensure revisions to **Exhibit "A"**, are consistent with the **CRA**'s FY 2016-17 Budget, as amended.
3. Subject to the availability of funds, and annual budgeting and appropriation by the **CRA**, the **CRA** will provide additional funding for the projects listed in **Exhibit "A"** in Fiscal Year 2016-17.
4. The **CITY** and the **CRA** agree that **Exhibit "A"** to the Original Agreement is hereby amended as provided in **Exhibit "A"** to this Second Amendment, which is attached hereto and incorporated herein by reference.

5. All other terms and conditions of the Original Agreement not in conflict with this Second 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 OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CARY D. GLICKSTEIN, MAYOR

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

  
\_\_\_\_\_  
JEFF COSTELLO,  
EXECUTIVE DIRECTOR

By:   
\_\_\_\_\_  
REGINALD A. COX, CHAIR

(SEAL)

STATE OF FLORIDA            )  
  )   SS:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (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.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF FLORIDA

## EXHIBIT “A”

Fiscal Year 2016-2017 Projects			
	City Project #	Project Name	Amount of CRA Funding
1.	2014-002	Block 8 Alley (South of W Atlantic Ave - SW 10 <sup>th</sup> /11 <sup>th</sup> Aves)	\$ 230,000.00
2.	2016-596	Old School Square Park Upgrades	\$ 500,000.00
3.	2016-004	Old School Square Building Maintenance	\$ 657,000.00
4.	2013-022	S Swinton Ave & SW/SE 1st Street (Mast Arm Traffic Signal)	\$ 250,000.00
5.	2014-008	Parking Study Implementation (E. Atlantic Avenue Crosswalk Upgrades - Venetian/Gleason)	\$ 440,000.00
6.	2014-069	Parking Study Implementation - Wayfinder Signage	\$ 150,000.00
7.	2012-051	Swinton & Atlantic Intersection	\$ 300,000.00
8.	2016-676	SW 2 <sup>nd</sup> Street Beautification (Phase II)	\$ 210,000.00
9.	2015-610	Block 63 Alley	\$ 265,000.00
10.	2015-620	SW Neighborhood Alleys (5 Alleys)	\$ 910,000.00
11.	2013-020	SE 2 <sup>nd</sup> St/Ave/Alleys/Parking Lot (Osceola Business Area)	\$ 1,510,376.00
12.	2014-006	Sidewalks – NW/SW Neighborhoods	\$ 630,000.00
13.	2011-024	NE 3 <sup>rd</sup> St/Ave Streetscape & Alley Improvements	\$1,600,000.00* \$ 14,000.00**
14.	2015-040	NW 5 <sup>th</sup> Ave Alleys (3 Alleys)	\$ 400,000.00
15.	2009-006	Block 20 Alley Improvements	\$ 75,000.00
16.	2016-101	Hilltopper Stadium Elevator	\$ 45,000.00
17.	2016-500	SW 4 <sup>th</sup> St/SW 6 <sup>th</sup> St/SW 7 <sup>th</sup> Ave Reconstruction	\$ 580,700.00
18.	2016-095	Osceola Neighborhood Improvements (Design)	\$ 837,870.00
19.	2016-102	Pompey Park Master Plan	\$ 800,000.00*
20.	2017-127	W Atlantic Beautification/I-95 Interchange Modification	\$ 142,681.33

\*City Financed – CRA to pay debt service annually

\*\*CRA to provide additional funds for design costs