

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING TRANSIT ORIENTED DEVELOPMENT PLANNING SERVICES**

This Interlocal Agreement (hereinafter "Agreement") is made the ____, day of _____, 2017, between the CITY OF DELRAY BEACH, a Florida municipal corporation (hereinafter "CITY") and DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "CRA").

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that would harmonize geographic, economic, population and other factors influencing the needs and developments of local communities; and

WHEREAS, the CITY is entering into an Interlocal Agreement with the Treasure Coast Regional Planning Council ("TCRPC") to facilitate station area planning activities around the future Delray Beach Tri-Rail Coastal Link station ("Scope of Services"); and

WHEREAS, the CRA and the CITY desire to enter into this Interlocal Agreement ("ILA") for the purpose of having the CRA provide funding to the CITY in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) to pay for the Scope of Services associated with the Delray Beach Station Area Transit-Oriented Development Charrette and Master Plan to be provided pursuant to the Interlocal Agreement between the CITY and the TCRPC; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the Community Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. In consideration of the CITY entering into an Interlocal Agreement with the Treasure Coast Regional Planning Council ("TCRPC") for station area planning activities around the future Delray Beach Tri-Rail Coastal Link station, the CRA agrees to pay the CITY an amount not to exceed of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Such payment shall be made by the CRA to the CITY upon receipt of written request from the CITY advising that the CITY has entered into an agreement with the Consultant, or approval of a Service Authorization with a consultant for the station area planning activities. During the term of this Agreement, the CITY shall provide monthly updates to the CRA, no later than the 10th day of each month, which include documentation related to fees paid by the CITY to the Consultant, and the services provided by the Consultant performing the station area planning activities during that time period.

3. The term of this Agreement shall commence upon execution by both parties and may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails to substantially to perform through

no fault of the other, and does not commence correction of such nonperformance within five (5) days of written notice, and diligently complete the correction thereafter. The CRA shall be obligated to pay the CITY for only the Scope of Services with respect to the Interlocal Agreement with the CITY, up to the date of termination.

4. 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 or other advertising materials used to publicize CRA funded activities must be approved by the CRA prior to being utilized. Upon request by the CRA, the CITY shall provide proof of the use of the CRA logo as required by this paragraph.

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

6. 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:

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

6.2 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.

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

6.4 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.

6.5 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.

7. 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.

8. 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.

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. 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.

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 the Mayor and the City Clerk.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

R. Max Lohman, City Attorney

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY



Jeffrey Costello, Executive Director

By: 

Reginald A. Cox, Chair

(SEAL)

STATE OF FLORIDA

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