

Name:

Address:



CFN 20110460714
OR BK 24901 PG 0107
RECORDED 12/12/2011 11:08:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0107 - 112; (6pgs)

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR TRANSFER AND FUNDING OF 133 SW 12TH AVENUE**

THIS INTERLOCAL AGREEMENT is made this 14 day of October,

2011, 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 **CRA** owns the property located at 133 SW 12th Avenue (hereinafter referred to as "Property") described in Exhibit "A" and wishes to transfer ownership of the Property to the **City** for the proposed expansion of the Neighborhood Resource Center ("NRC"); and

WHEREAS, the **CRA** committed to contribute \$75,000.00 to the **CITY** to assist in the costs for the demolition, design services and other construction costs related to expansion of the NRC (the "Project");

WHEREAS, on July 8, 2011, the **CRA** demolished the triplex structure that existed on the Property at a cost of \$7,185.00; and,

WHEREAS, the **CRA** wishes to contribute \$67,815.00 to the **CITY** to assist in the costs for the design services and other construction costs related to expansion of the NRC (the "Project");

City of Delray Beach, City Clerk's Office, 100 New 1st Ave, Delray Beach, FL 33444

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

1. **Recitations:** The recitations set forth above are hereby incorporated herein.
2. **Transfer of Property.** The **CRA** shall transfer the Property as described in Exhibit "A" to the **CITY** pursuant to the terms and conditions contained in this Agreement and the Contract for Sale and Purchase attached hereto as Exhibit "B". As provided in the Contract for Purchase and Sale, the closing of the conveyance from the **CRA** to the **CITY** shall occur no later than sixty (60) days after the Site Plan Review and Appearance Board approves the site plan for the Project on the Property. The transfer shall be by special warranty deed, and the parties agree that a condition of the conveyance is that the **CITY** shall develop the property to accommodate the expansion of the NRC, to the extent of the funding provided.
3. **Funding by CRA.** The **CRA** shall provide funding for the Project in the amount not to exceed \$67,815.00. The **CRA** shall fund the design services for the Project, pursuant to an executed Work Assignment with one of the **CRA's** Architects on a Continuing Contract Basis. The **CRA** shall pay the Architect pursuant to the payment schedule contained in the Work Assignment. Following completion of the architect's design services, and final payment to the architect, the remaining portion of the funding shall be used for the construction of the Project. The **CRA** shall provide payment of the remaining funds to the **CITY** upon the **CITY's** execution of the contract with the contractor who will construct the Project. Funding for the Project shall cover the actual construction costs as well as those other costs directly related to procuring, awarding, and completing the Project construction, including, but not limited to, advertising, testing, inspection, and utility relocation costs.

4. **Term:** The term of this Agreement shall commence when approved by both parties and when executed by the last signatory to this Agreement and shall expire within three (3) years from the date of execution of this Agreement.

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

6. **Final Agreement; Modification:** 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.

7. **Severability:** The validity of any portion, article, paragraph, provision, clause, or any portion thereof contained within this Agreement shall have no force or effect upon the validity of any other portion hereof.

8. **Laws; Venue:** This Agreement shall be governed by and in accordance with the Laws of Florida. Venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

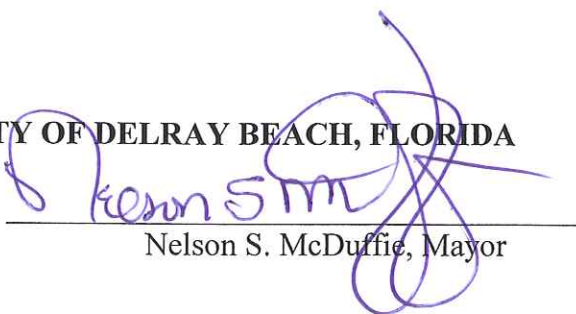
9. **Signature Required:** This Agreement shall not be valid until signed by the Mayor, the City Clerk, and the Chairperson of the CRA.

ATTEST:


City Clerk

CITY OF DELRAY BEACH, FLORIDA

By:


Nelson S. McDuffie, Mayor

Approved as to Form:



City Attorney

ATTEST:



Diane Colonna, Executive Director

(SEAL)

**COMMUNITY REDEVELOPMENT
AGENCY**

By:



Howard Lewis, Chair

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1 day of Sept, 2011, by Howard Lewis, as chair, (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
Elizabeth Goldberg
Commission #DD867552
Expires: APR. 26, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

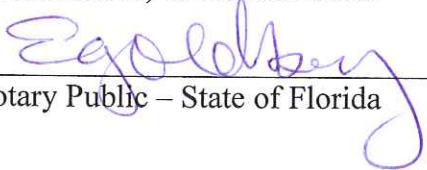

Notary Public – State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION

**Lots 9 and 10, Block 6, ATLANTIC GARDENS,
according to the Plat thereof, as recorded in Plat Book 14, Page 63, of the Public Records of
Palm Beach County, Florida.**

EXHIBIT "B"