

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
SPONSORSHIP OF CITY TENNIS TOURNAMENTS**

THIS AGREEMENT is made this _____ day of _____, 2018 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation, (hereinafter referred to as "**CITY**"), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter referred to as the "**CRA**").

WITNESSETH:

WHEREAS, the **CITY** hosts tennis tournaments, including the ATP Champions/Delray Beach Open, at the **CITY**'s Tennis Stadium; and

WHEREAS, the **CRA** desires to be a co-title sponsor with the **CITY** for this tournament; and

WHEREAS, the tennis tournaments will be held at the City's Tennis Stadium from February 15, 2019 to February 24, 2019, which is located within the City's Community Redevelopment Area; and

WHEREAS, the tennis tournaments attract numerous spectators to the Community Redevelopment Area who also patronize local businesses, which provides a beneficial economic impact to those businesses located within the Community Redevelopment Area; and

WHEREAS, due to the beneficial economic impact of the tennis tournaments, the **CRA** and the **CITY** find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the City of Delray Beach, including the Community Redevelopment Area.

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** shall provide funding to the **CITY** in the amount of One Million Eight Hundred Nine Thousand, Seven Hundred Eighty-Three and 00/100 Dollars (\$1,809,783.00) to be a co-title sponsor for the ATP Champions/Delray Beach Open, to be held from February 15, 2019 to February 24, 2019 to help defray the costs of the 2019 Delray Beach Open. The **CRA** will share in the attendant benefits of that sponsorship, as provided in **Exhibit "A"**, which is attached hereto, and incorporated herein by reference. Such payment shall be made to the **CITY** within 30 days of the receipt of the invoice from the City of Delray Beach.

3. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2019. In the event the **CITY** desires to have the **CRA** fund the Tennis Tournament scheduled in 2020, the **CITY** shall forward the **CRA** a written funding request for the 2020 Tennis Tournament, including the amount of the requested funding, no later than May 30, 2019 in order to allow the **CRA** to consider the funding request as part of its budgeting process.

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. 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. 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.

8. **PUBLIC RECORDS.** **CITY** is a public agency subject to Chapter 119, Florida Statutes. The **CRA** shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, **CRA** agrees to:

8.1 Keep and maintain all records required by the **CITY** to perform the service.

8.2 Upon request from the **CITY's** custodian of public records, provide the **CITY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **CRA** does not transfer the records to the **CITY**.

8.4 Upon the termination of the contract, the **CRA** shall transfer, at no cost to the **CITY**, all public records in possession of the **CRA** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CRA** keeps and maintains public records upon completion of the contract, the **CRA** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request from the **CITY's** custodian of public records 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 by the **CRA**.

8.5 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.

IF THE CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

561-243-7050

CITYCLERK@MYDELRAYBEACH.COM

9. 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.

10. 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.

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: _____
Shelly Petrolia, Mayor

Approved as to Form:

R Max Lohman, City Attorney

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Shelley Petrolia, Chair

ATTEST:

Jeff Costello, Secretary

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel

EXHIBIT "A"

SPONSORSHIP BENEFITS