

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING OF
TROLLEY SERVICE**

THIS INTERLOCAL AGREEMENT FOR FUNDING OF TROLLEY SERVICE

("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**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "**CRA**").

W I T N E S S E T H :

WHEREAS, the **CITY** has entered into a contract for trolley service to be provided in the downtown area of the **CITY**; and

WHEREAS, the **CRA** recognizes the importance of an in-town trolley system to serve Tri-Rail, the downtown and the beach, and has included in the CRA Plan the "Downtown Transit System" as a program that will receive funding from the **CRA**; and

WHEREAS, this Interlocal 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 promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

2. The **CRA** agrees to pay the **CITY** an amount not to exceed Four Hundred and Seventy Five Thousand and 00/100 Dollars (\$475,000.00) for the operation of the trolley service in the downtown area of the **CITY**. The **CRA** shall pay the funds to the **CITY** on a quarterly basis, no later than fifteen (15) days after receipt of the quarterly reports provided by the **CITY** pursuant to this Agreement. The amount of each quarterly payment shall be an amount equal to one hundred percent (100%) of the **CITY's** actual expenses to operate the trolley service for the respective quarter.

3. The **CRA** agrees to pay the **CITY** an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for additional transportation services. Upon the receipt of a fully executed agreement, the **CRA** shall pay the funds to the **CITY** on a quarterly basis, no later than fifteen (15) days after receipt of the quarterly reports provided to the **CRA**, to the extent the services are provided within the CRA District, and subject to any further amendments to this Agreement as necessary to ensure proper expenditure of CRA funds.

4. The term of this Agreement shall commence October 1, 2018 and terminate on September 30, 2019. Either party may cancel this Agreement if it provides at least 30 days prior written notice to the other party, of its intent to cancel the Agreement. If the City desires to fund the Trolley Service and Pilot Program for the 2019-2020 fiscal year, it shall submit the written funding request to the CRA no later than May 30, 2019.

5. The **CITY** shall provide the **CRA** with a quarterly report no later than January 30th, April 30th, July 30th, and October 30th for each year that this Agreement is in effect. The quarterly report shall provide detail regarding the **CITY's** expenses incurred

with respect to the operation of the trolley service, as well as ridership information for each route, including ridership per day, per route.

6. The **CRA** shall provide all information that the **CITY** requests from the **CRA** that the **CITY** determines it needs in order to carry out the services to be provided by the **CITY**.

7. The **CITY** shall require the contractor that provides trolley service, pursuant to an agreement with the **CITY**, to provide a certificate of insurance evidencing the insurance coverages required by the **CITY** in the agreement with the contractor. The certificate of insurance shall specifically name the **CRA** as an additional insured under the insurance policies required pursuant to the contractor's agreement. A copy of the certificate of insurance shall be provided to the **CRA**. Nothing herein shall constitute a waiver of the **CITY's** or **CRA's** sovereign immunity, or consent to the imposition of any liability in excess of the statutory limitations as provided in section 768.28, Florida Statutes.

8. This Interlocal Agreement shall be filed pursuant to the requirements of section 163.01(11), Florida Statutes.

9. INSPECTOR GENERAL. The **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. 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:

- 10.1. Keep and maintain all records required by the **CITY** to perform the service.
- 10.2. 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.
- 10.3. 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**.
- 10.4. 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**.

- 10.5. 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

11. GOVERNING LAW AND 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.

12. 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.

13. 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.

14. Neither the **CITY** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

15. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

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: _____
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