

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES**

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**, 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** will be performing various construction projects located in the Community Redevelopment Area as shown in Exhibit "A"; and

WHEREAS, the **CRA** is providing funding for the projects in the amounts included in Exhibit "A"; and

WHEREAS, this **CITY** and the **CRA** find that this Agreement serves a municipal and public purpose, is consistent with the Community Redevelopment Plan, and the requirements of Chapter 163, Florida Statutes.

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 amounts listed for the projects included in Exhibit "A". Such payment shall be made to the **CITY** upon the bid award to the contractor, or approval of a Service Authorization with a consultant. Funding for the projects included in Exhibit "A" shall include actual construction costs as well as other costs directly related to procuring, awarding, and completing the project

construction including, but not limited to, advertising, testing, inspection, and utility relocation costs. This provision does not preclude the **CRA** from performing the referenced tasks for projects included in Exhibit "A" if mutually agreed upon by the **City** and **CRA**.

3. The **CITY** shall provide a written request to the **CRA** for approval of any change order that will result in an increase in the funding to be provided by the **CRA**. The **CITY** shall submit the written request to the **CRA** prior to the execution of any work covered by the change order. Failure to obtain the **CRA**'s approval of the funding for the change order, prior to the execution of the work, shall be a basis for the **CRA** to deny additional funding to the **CITY** for the project identified in the change order. The **CITY** and the **CRA** agree and acknowledge that the approval of a change order does not require an amendment to this Agreement.

4. The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this agreement, or 60 days after the City receives the final invoice from the contractor or professional for all of the projects included in Exhibit "A". Notwithstanding the foregoing, once the City has executed a contract with a contractor or professional for a particular project, the **CRA** shall not be allowed to withdraw its funding for that particular project. If the **CITY** terminates this Agreement, the **CITY** shall refund to the **CRA** any funding that was provided to the **CITY** but was not paid to the contractor or professional. If the total funds the **CITY** requires to complete a particular project, as identified in Exhibit "A", is less than the amount paid by the **CRA** to the **CITY** for a particular project, the **CITY** shall refund to the **CRA** any and all funds

provided to the **CITY** that exceed the amount the **CITY** paid to the contractor or professional for the particular project.

5. Once the **CRA** provides any funding for any of the projects identified in Exhibit "A", the **CITY** shall provide the **CRA** with monthly reports detailing the progress of the specific projects, including, but not limited to, the contract amount, the amount of funds paid to the contractor, the status of the project, and the total of any change orders related to the project.

6. 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 used to publicize **CRA** contracted activities must be approved by the **CRA** Executive Director or her designee prior to being posted. Upon request by the **CRA**, **CITY** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

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

8. 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.

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. 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. **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.

12. **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.

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

14. 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: _____
Shelly Petrolia, Chair

ATTEST:

Jeff Costello, Secretary

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

General Counsel

EXHIBIT “A”

		Fiscal Year 2018-2019 Projects	
CRA GL#	City Project #	Project Name	CRA Funding
5201	16-004	OSS Campus/Park Improvements - Design	\$700,000
5236	TBD	Wayfinding Signage – Design & Implementation	\$400,000
5251	11-024	NE 3 rd Street/Avenue/Alley Improvements - Construction	\$2,000,000
5253	TBD	Swinton/Atlantic Intersection - Design	\$500,000
5630	17-117	Swinton Avenue Complete Street - Design	\$200,000
5351	17-108	SW 3 rd Ct/SW 4 th St/SW 6 th St/SW 7 th Ave/Alleys - Construction	\$6,900,000
5355	17-169	Meritt Park Playground -Poured-in-Place Surfacing – Construction	\$200,000
5360	15-001	Block 63 Alley – Construction	\$265,000
5361	17-103	SW Neighborhood Alleys – Construction	\$930,000
5510	16-095	Osceola Park Neighborhood – Construction	\$1,000,000
5622	17-004	NW Neighborhood Design	\$1,000,000
5621	16-596	Pompey Park Master Plan – Design	\$550,000
5662	17-102	Hilltopper Stadium Restroom/Concession Bldg - Construction	\$600,000
6206	15-040	NW 5 th Avenue Alleys - Construction	\$740,000