

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING OF THE CURB APPEAL RESIDENTIAL IMPROVEMENT PROGRAM**

THIS AGREEMENT is made this _____ day of _____, 2019, 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 City of Delray Beach has initiated the Curb Appeal Residential Improvement Program within the Community Redevelopment Agency Area to enhance the appearance and aesthetics of the exterior of single-family residential properties within the Southwest and Northwest Neighborhoods in Delray Beach by assisting homeowners with the cost of minor structural and cosmetic property improvements; and

WHEREAS, the CITY and the CRA further agree that the CITY’s annual community appearance program currently known as “Rock the Block” serves a municipal and public interest in providing funds for the improvement of residential properties within a designated portion of the Community Redevelopment Area; and

WHEREAS, the CRA Board of Commissioners desires to provide annual funding for the City’s annual community appearance program currently known as “Rock the Block”; and

WHEREAS, enhanced aesthetics eliminates slum and blight within the Community Redevelopment Agency Area and supports the mission of the CRA and improves property values therein; and

WHEREAS, the CRA has agreed to support the programs by funding all or a portion of the costs incurred for exterior improvements on eligible properties within the designated priority area; and

WHEREAS, the CITY and the CRA find that the curb appeal and related community appearance programs serve both a municipal and public interest, and are consistent with the CRA's 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. **Recitations**: The recitations set forth above are hereby incorporated herein.

2. **Purpose**:

2.1 The CRA hereby agrees to fund costs for improvements pursuant to the Curb Appeal Residential Improvement Program requirements, which are attached hereto as Exhibit "A", and incorporated herein by reference, for eligible property owners within the CRA's redevelopment area. Property owners will not be eligible for more than one (1) grant per cycle, from October 1st – September 30th, each fiscal year. The City shall submit each individual grant request for each individual property to the CRA Board for the CRA Board's consideration

and approval. Following CRA Board approval, the CRA will disburse the funds for each grant upon the review of the invoice from the CITY requesting disbursement of funds for the specific property consistent with the Curb Appeal program requirements, in conjunction with the improvements made to the property.

2.2 The CRA agrees to allow the CITY to use a portion of the annual funding allocated for the Curb Appeal Residential Improvement Program for the CITY's "Rock the Block," or similarly named neighborhood improvement program which occurs on an annual basis. The CITY shall submit a written funding request for the Rock the Block event no later than forty-five (45) days prior to the event. Upon receipt of the funding request, the CRA Executive Director shall provide a written response to the CITY, specifying the amount of funds authorized to be utilized for the Rock the Block event.

3. **Funding and Future Funding:** The CRA agrees to fund the Curb Appeal Residential Improvement Program in the total amount of Seventy-Five Thousand Dollars (\$75,000.00) 2018-2019 fiscal year. The CRA agrees to consider annual requests from the CITY to allocate a portion of Curb Appeal Residential Improvement Program funding for the CITY'S "Rock the Block" program, up to an amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00) for the 2018-2019 fiscal year. For subsequent fiscal years, the CITY shall provide the CRA with the requested funding for the Curb Appeal program no later than May 30th of each fiscal year so that the CRA may include the funding in the CRA's annual budget. If the CRA is not going to provide funding for the subsequent fiscal year, the CRA Executive Director shall

advise the City Manager, in writing, that the CRA will not provide funding for the Curb Appeal and/or the Rock the Block, or similarly named program, no later than June 30th of each fiscal year.

4. **Eligibility Requirements.** To qualify for the Curb Appeal Program, applicants must meet the criteria provided in the Curb Appeal Program Requirements attached as provided in Exhibit "A", which is attached hereto and incorporated herein by reference.

5. **Reporting.** The CITY shall provide the CRA with a quarterly report documenting the CITY's expenditures related to the Curb Appeal Program, and the use of funds by the CITY. The report shall be provided to the CRA Executive Director no later April 10th, July 10th, and October 10th, and, in the event the agreement is renewed for additional years, a quarterly report shall also be provided no later than January 10th.

6. **Publicity.** 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 prior to being posted.

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

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 that ordinarily and necessarily would be 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 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

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. **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.

11. 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.

12. **Modifications:** 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.

13. **Severability**: 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.

14. **Governing Laws**: 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.

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

16. **Effective Date**: This Agreement shall not be valid until signed by the Mayor and the City Clerk, and shall be effective through September 30, 2019 and thereafter on an annual basis, unless otherwise mutually terminated or amended, subject to the approval by the City Commission and the CRA Board of Commissioners through their respective annual budgets.

17. 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.

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

(SIGNATURE PAGE TO FOLLOW)

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

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