

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
INFORMATION TECHNOLOGY SERVICES**

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**, (hereinafter referred to as the "CRA").

WITNESSETH:

WHEREAS, the CRA desires to contract with the CITY for the provision of information technology services to support the CRA's daily office operations; and

WHEREAS, the CITY desires to assist the CRA in providing information technology in order to support the CRA's daily office operations.

WHEREAS, the continuing services of the Information Technology Division of the CITY is needed to provide assistance in the maintenance of the CRA computer network system; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the CRA's Community Redevelopment Plan, and is consistent with 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 term of this Agreement shall commence October 1, 2019 and terminate on September 30, 2020. However, it shall automatically renew on an annual basis provided that funding for the information technology services are set forth in the

City and CRA budgets, and those budgets are approved. Either party may cancel the agreement if it provides written notice to the other party, at least 30 days prior to renewal, of its intent to cancel the agreement.

3. The CITY shall provide the CRA with computer network services through the use of CITY employees. In the event that the CITY cannot provide the requested service through the use of CITY employees, the CITY shall advise the CRA that the CITY cannot provide the requested service. The CRA will then have the right to obtain the service from an outside contractor.

4. The CRA shall provide the following:

A. Prior reasonable notice to the CITY of service requests;

B. All information that the CITY requests from the CRA that the CITY determines it needs to carry out the service to be provided by the CITY.

5. In consideration of the services provided by the CITY to the CRA pursuant to this Agreement, the CRA shall pay to the CITY a total sum not to exceed One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00). No later than June 30th of each year during the term of this Agreement, the CITY shall provide notice to the CRA of the amount of additional funds that will be necessary for the CRA to pay to the CITY for the following fiscal year to fund the services. Following receipt of the notice from the CITY, the CRA's Executive Director shall advise the CITY whether the CRA will fund the additional costs in the CRA budget for the services for the following year or terminate the Agreement.

6. The City shall provide the CRA with a quarterly summary report documenting the CITY's information technology services provided pursuant to this

Agreement, and the use of funds provided by the CRA to the CITY. The quarterly summary report should include information relating to the type, frequency, and urgency of the services provided. In the event the CITY fails to provide the required reports, the CRA will have the discretion to withhold payment of any funds until receipt of the report.

7. PUBLIC RECORDS. City and CRA are public agencies subject to Chapter 119, Florida Statutes. The City and CRA shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, City and CRA agree to:

7.1 Keep and maintain all records required by the City and CRA to perform the service.

7.2 Upon request from the City or CRA's custodian of public records, provide the City or CRA 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.

7.3 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 City or CRA does not transfer the records to the City or CRA.

7.4 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 City 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.

7.5 If City or CRA does not comply with this section, the CITY or CRA shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

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

561-243-7050

CITYCLERK@MYDELRAYBEACH.COM

8. 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.

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. 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.

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 both parties.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form and
Legal Sufficiency:

City Attorney

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shelly Petrolia, Chair

ATTEST:

Renée A. Jadusingh, Esq., Executive Director

I HEREBY APPROVE THIS
AGREEMENT AS TO FORM:

General Counsel