

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES
2020/2021 FISCAL YEAR**

THIS AGREEMENT is made this ____ day of _____, 2020, 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 construction on the projects located in the CRA's Community Redevelopment Area as shown in Exhibit "A"; and

WHEREAS, the **CRA** approved funding for the projects in the amount included in Exhibit "A" for the 2020-2021 fiscal year; 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 projects construction including, but not limited to, advertising, testing, inspection, and utility relocation costs.

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 projects 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 the projects, the **CRA** shall not be allowed to withdraw its funding for the projects. If the **CITY** terminates this Agreement, the **CITY** shall refund to the **CRA** within forty-five (45) days after request from 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 the projects, 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 projects.

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

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 the 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 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:

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

10.2 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.

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

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 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.

10.5 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

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**. The **CRA** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the **CRA** 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. CITY agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the CRA harmless for any third party claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from funding construction/professional services.

15. This Agreement shall not be valid until signed by both parties.

[Remainder of page intentionally left blank]

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 and
Legal Sufficiency:

Lynn Gelin, City Attorney

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shirley Johnson, Chair

ATTEST:

Renée A. Jadusingh, Esq., Executive Director

I HEREBY APPROVE THIS AGREEMENT
AS TO FORM:

General Counsel

EXHIBIT “A”

		Fiscal Year 2020-2021 Projects	
CRA GL#	City Project #	Project Name	CRA Funding
5251	11-024	NE 3rd Street/Avenue Improvements	\$1,651,298
5661	16-102	Pompey Park Improvements – Construction Documents	\$2,500,000
5510	16-095	Osceola Park Neighborhood Improvements Phase 2	\$5,173,950
7330	N/A	Alleyway Clearing	\$100,000
N/A	N/A	Pompey Park Roof and Maintenance	\$400,000