

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE
DIGITAL INCLUSION INITIATIVE**

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

W I T N E S S E T H:

WHEREAS, the School District of Palm Beach County along with Palm Beach County and community partners is sponsoring a Digital Inclusion Initiative; and

WHEREAS, the School District of Palm Beach County has identified "Red Zones" throughout Palm Beach County where there is little to no access to internet service; and

WHEREAS, the COVID-19 Pandemic has highlighted the need for internet access for students across Palm Beach County for distance learning; and

WHEREAS, the Education Foundation, Inc. in partnership with the School District of Palm Beach County has requested a grant from the City to purchase Wi-Fi extenders to be distributed to students within the City's boundaries; and

WHEREAS, there are 755 households in the City located in "Red Zones" that need Wi-Fi extenders; and

WHEREAS, 658 of those 755 households are within the CRA district; and

WHEREAS, the **CRA** is responsible for carrying out community redevelopment activities and projects within the CRA district in accordance with the Community Redevelopment Plan; and

WHEREAS, Part 4, Section 2-A, page 58, of the Plan provides that the “CRA will work with others, such as the Palm Beach County Education Commission, to improve technology infrastructure for providing broad-band access and community wireless ‘hot-spots.’”

WHEREAS, the **CRA** seeks to contribute funding to address the need for Wi-Fi extenders within the CRA district; and

WHEREAS, the **CITY** and the **CRA** find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the City of Delray Beach, 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 amount of Fifteen Thousand Three Hundred Twenty One Dollars and Fifty Cents (\$15,321.50), which the City will use to fund a portion of its grant to the Education Foundation, Inc., for the purchase of Wi-Fi extenders for households located in the “Red Zones” within the CRA district.
3. As a condition of the funding by the City and the CRA for the Wi-Fi extenders, the City will require that within one (1) year of the transfer of the grant to the Education Foundation, Inc., that the School District of Palm Beach County provide to the City a report that the Wi-Fi extenders were purchased and were distributed to the 755 households identified in the “Red Zone” within the City and any other information to identify that the families have used the Wi-Fi extenders if

such information is tracked. The City will forward the report to the CRA upon receipt by the School District of Palm Beach County. If the Education Foundation, Inc. returns any unused funds to the **City**, the **City** will return a pro rata share to the **CRA**.

4. The term of this Agreement shall commence upon execution by both parties and shall terminate on December 31, 2020.

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

6. 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.

7. 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.

8. **PUBLIC RECORDS.** The **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, the **CRA** agrees to:

8.1 Keep and maintain all records 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
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**. 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.

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

12. The **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 the grant to the Education Foundation, Inc.

13. 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, Katerri Johnson

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

Lynn Gelin, City Attorney

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: Shirley Johnson
Shirley Johnson, Chair

ATTEST:

Renée A. Jadusingh
Renée A. Jadusingh, Esq., Secretary

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

U. Nagar
General Counsel