

DUMPSTER SHARING AGREEMENT

This Dumpster Sharing Agreement is made as of this ____ day of _____, 2021 by and between the Delray Beach Housing Authority, a Florida body corporate and politic ("DBHA") and Delray Beach Community Redevelopment Agency, a Florida body corporate and politic created pursuant to Florida Statutes Section 163.356 ("CRA") collectively referred to as (the "Parties").

WITNESSETH:

WHEREAS, the DBHA agrees to allow the CRA to use the DBHA's dumpsters located at 82 NW 5th Avenue, Delray Beach ("Premises"); and

WHEREAS, CRA agrees to pay the DBHA **TBD** % of the monthly costs associated with a third party providing dumpster services to the Premises ("Monthly Dumpster Costs"); and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Use. The DBHA agrees to allow the CRA to use, utilize, and be provided the associated services for two (2) dumpsters located at the Premises ("Dumpster Usage").
3. Cost Sharing. As reimbursement for the CRA's Dumpster Usage, the CRA shall pay the DBHA the Monthly Dumpster Costs. The DBHA shall provide the CRA with an invoice for the Monthly Dumpster Costs, and the CRA shall make payment to the DBHA within thirty (30) days of receipt of the invoice.
4. Miscellaneous.
 - (a) This Agreement may be executed in one or more counterparts, each which shall be deemed an original and all of which when taken together will constitute one and the same instrument.
 - (b) The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The venue for any litigation involving this Agreement shall be Palm Beach County, Florida.
 - (c) If any provision of this Agreement shall be invalidated by a court of competent jurisdiction, such invalidation shall not invalidate the entire

Agreement and the parties hereto agree to accommodate the intent and purposes hereof.

- (d) The CRA's Executive Director may further approve and amend this Agreement by executing a written agreement signed by both parties.

5. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Term and Termination. This Agreement shall be effective upon approval of the DBHA and CRA's Board of Commissioners, and upon execution by both Parties. This Agreement may be terminated by either party for cause, or either party may terminate this Agreement for convenience by providing the party with sixty (60) days prior written notice.

7. Default. In the event either party fails to comply with the terms of this Agreement, the non breaching party may declare the other party in default and notify the party in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days.

8. Public Records. The Parties are public agencies subject to Chapter 119, Fla. Stat. The Parties shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, the Parties agrees to:

- (a) Keep and maintain all records that ordinarily and necessarily would be required by the Parties.

- (b) Provide the public with access to public records on the same terms and conditions that the Parties would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Parties all records in possession of the Parties at the termination of this Agreement and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Parties in a format that is compatible with the information technology systems of the Parties. All records shall be transferred to the Parties prior to final payment being made to the Parties.

(e) If either Party does not comply with this section, the non-breaching Party shall enforce the Agreement provisions in accordance with this Agreement and may unilaterally cancel this Agreement in accordance with state law.

IN WITNESS WHEREOF, the parties hereto have executed this Dumpster Sharing Agreement as of the day and year set forth above.

DELRAY BEACH HOUSING AUTHORITY:

Jesse Saginor, Chair

ATTEST:

Name: _____

APPROVED AS TO FORM:

GENERAL COUNSEL

**THE DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY:**

Shirley E. Johnson, Chair

ATTEST:

Renée A. Jadusingh, Esq.
CRA Executive Director

APPROVED AS TO FORM:

CRA GENERAL COUNSEL