



20 N. Swinton Avenue
Delray Beach, FL 33444

~ CRA BOARD SUMMARY ~
INTERLOCAL AGREEMENT BETWEEN THE CITY AND CRA
FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES - FY 2016-17

The implementation of many of the projects contained in the Community Redevelopment Plan, particularly the public infrastructure projects resulting from the adopted Neighborhood and Redevelopment Plans, require a joint City/CRA effort. The typical arrangement involves the CRA funding all or a portion of the project, and the City's Engineering or other staff overseeing the bidding and construction processes. Once funded, the projects are included in the City's CIP (Capital Improvement Plan).

Each year the City and CRA enter into an interlocal agreement to formalize the CRA's commitment to fund the specific projects (copy attached). This year's projects include the following with Line Items #13 and #16-19 to be financed by the City with debt service to be paid by the CRA annually:

Fiscal Year 2016-2017 Projects			
	City Project #	Project Name	Amount of CRA Funding
1.	2014-002	Block 8 Alley (South of W Atlantic Ave - SW 10 th /11 th Aves)	\$ 200,000.00
2.	2016-654	SW 6 th , 7 th , 8 th & 9 th Ave Improvements (Atlantic-SW 1 st St)	\$ 100,000.00
3.	2016-596	Old School Square Park Upgrades	\$ 500,000.00
4.	2013-022	S Swinton Ave & SW/SE 1st Street (Mast Arm Traffic Signal)	\$ 250,000.00
5.	2014-008	Parking Study Implementation (E. Atlantic Avenue Crosswalk Upgrades - Venetian/Gleason)	\$ 350,000.00
6.	2014-069	Parking Study Implementation - Wayfinder Signage	\$ 150,000.00
7.	2012-051	Swinton & Atlantic Intersection	\$ 300,000.00
8.	2016-676	SW 2 nd Street Beautification (Phase II)	\$ 210,000.00
9.	2015-610	Block 63 Alley	\$ 225,000.00
10.	2015-620	SW Neighborhood Alleys (5 Alleys)	\$ 800,000.00
11.	2013-020	SE 2 nd St/Ave/Alleys/Parking Lot (Osceola Business Area)	\$ 1,900,000.00
12.	2014-006	Sidewalks – NW/SW Neighborhoods	\$ 630,000.00
13.	2011-024	NE 3 rd St/Ave Streetscape & Alley Improvements	\$1,600,000.00*
14.	2015-040	NW 5 th Ave Alleys (3 Alleys)	\$ 400,000.00
15.	2009-006	Block 20 Alley Improvements	\$ 75,000.00
16.	2016-101	Hilltopper Stadium Elevator	\$ 115,000.00
17.	2016-500	SW 4 th St/SW 6 th St/SW 7 th Ave Reconstruction	\$ 580,700.00*
18.	2016-095	Osceola Neighborhood Improvements (Design)	\$ 837,870.00*
19.	2016-102	Pompey Park Master Plan	\$ 800,000.00*

*City Financed – CRA to pay Debt Service Annually

Funds will be transferred to the City at the time that a contract is awarded or service authorization (consultant agreement) is approved for each project.

Recommended Action:

Approve the Interlocal Agreement with the City of Delray Beach for funding of Joint Projects for Fiscal Year 2016-2017.

Submitted By: Thuy Shutt, Assistant Director

Attachment(s): Interlocal Agreement between the City & CRA for FY 2016-17 CIP Projects

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

THIS AGREEMENT is made this ____ day of _____, 2016, 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** will be performing various construction projects located in the CRA district and as shown on Exhibit "A"; and

WHEREAS, the **CRA** is providing funding for the projects in the amount listed on Exhibit "A"; 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 and for the projects listed on 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 listed on Exhibit "A" shall include actual construction costs as well as other costs directly related to procuring, awarding, and completing the project construction including, but not limited to, advertising, testing, inspection, and utility

relocation costs. This provision does not preclude the **CRA** from performing the referenced tasks for projects listed on Exhibit "A" if mutually agreed upon by the **City** and **CRA**.

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 project 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 listed on Exhibit "A". Notwithstanding the foregoing, once the City has executed a contract with a contractor or professional for a particular project, the **CRA** shall not be allowed to withdraw its funding for that particular project. If the **CITY** terminates this Agreement, the **CITY** shall refund to 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 a particular project, 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 particular project.

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

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 projects funded pursuant to this Agreement.

7. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the *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** is a public agency subject to Chapter 119, Fla. Stat. the **CRA** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CRA** agrees to:

10.1 Keep and maintain all records that ordinarily and necessarily would be required by the **CITY**.

10.2 Provide the public with access to public records on the same terms and conditions that the **CITY** 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.

10.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

10.4 Meet all requirements for retaining public records and transfer, at no cost, to the **CITY** all records in possession of the **CRA** at the termination of the contract 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 **CITY** 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 to the **CRA**.

10.5 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.

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**, 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.

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. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

ATTEST: CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

City Attorney

ATTEST: DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

Jeffrey Costello, Executive Director

By: _____
Reginald A. Cox, Chair

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of Florida

EXHIBIT "A"

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