



Agenda Item # 702  
September 22, 2016

20 N. Swinton Avenue  
Delray Beach, FL 33444

**~ CRA BOARD SUMMARY ~**  
**INTERLOCAL AGREEMENT**  
**FY2016-2017 TENNIS TOURNAMENT SPONSORSHIP**

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Attached please find the Interlocal Agreement between the City of Delray Beach and the CRA for the CRA to be a co-title sponsor along with the City of the 2017 Delray Beach Open Tennis Tournament (ATP Champions Tour & ATP World Tour) at the Municipal Tennis Center for the amount of \$993,780. The funding amount is an increase of \$443,780 from the \$550,000 funded in FY 2015-2016. This will be the ninth year that the CRA has been a co-sponsor.

The sponsorship of tournaments at the Municipal Tennis Center helps further the CRA mission by helping the Tennis Center remain a competitive venue for major events. These events draw thousands of visitors to downtown Delray including the West Atlantic Avenue area.

**Recommended Action:**

Approve the attached Interlocal Agreement between the CRA and the City of Delray Beach for the CRA to be a co-title sponsor along with the CITY of the 2017 Delray Beach Open Tennis Tournament, in the amount of \$993,780.

**Submitted By:** Yuberca Pena, Contract Manager

Attachment(s): Tennis Funding Agreement FY 2016-2017

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH  
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR SPONSORSHIP OF CITY TENNIS TOURNAMENTS**

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

**WITNESSETH:**

**WHEREAS**, the **CITY** hosts tennis tournaments, including the Delray Beach Open by the Venetian Las Vegas, at its Tennis Stadium; and

**WHEREAS**, the **CRA** desires to be a co-title sponsor with the **CITY** for this tournament; and

**WHEREAS**, the tennis tournaments will be held at the City's Tennis Stadium from February 17, 2017 to February 26, 2017, which is located within the City's Community Redevelopment Area; and

**WHEREAS**, the tennis tournaments attract numerous spectators to the Community Redevelopment Area who also patronize local businesses, which provides a beneficial economic impact to those businesses located within the Community Redevelopment Area; and

**WHEREAS**, due to the beneficial economic impact of the tennis tournaments, the **CRA** and the **CITY** 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, including the Community Redevelopment Area.

**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 Nine Hundred Ninety Three Thousand Seven Hundred Eighty and 00/100 Dollars (\$993,780.00) to be a co-title sponsor for the Delray Beach Open tennis tournament, to be held from February 17, 2017 to February 26, 2017, to help defray the costs of the 2017 ATP Champions Tour, and the 2017 ATP World Tour. The **CRA** will share in the attendant benefits of that sponsorship, as provided in **Exhibit "A"**, which is attached hereto, and incorporated herein by reference. Such payment shall be made to the **CITY** within 30 days of the receipt of the invoice from the City of Delray Beach.
3. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2017.
4. 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 or other advertising materials used to publicize **CRA** funded activities must be approved by the **CRA** prior to being utilized. Upon request by the **CRA**, the **CITY** shall provide proof of the use of the **CRA** logo as required by this paragraph.
5. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.
6. **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:
  - 6.1 Keep and maintain all records that ordinarily and necessarily would be required by the **CITY**.

- 6.2 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.
- 6.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 6.4 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.
- 6.5 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.

7. 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.

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. 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. 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: COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Jeff Costello, Secretary By: \_\_\_\_\_  
Reginald A. Cox, Chair

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"

### ***DIAMOND "CITY" PARTNERSHIP***

#### ***IDENTIFICATION***

- ~ Stadium court signage (name/logo)
  - ~ 2 signs on stadium court
  - ~ 1 sign on the upper level
- ~ 2<sup>nd</sup> show court signage (name/logo)
  - ~ 2 signs on court
- ~ 3<sup>rd</sup> show court signage (name/logo)
  - ~ 2 signs on court
- ~ Recognition as a Diamond "City" Sponsor on sponsor's board at tournament entrance\*
- ~ Recognition as a Diamond "City" Sponsor on sponsor's board prominently displayed\*
- ~ Recognition as a Diamond "City" Sponsor in the Official Tournament Program
- ~ Recognition as a box holder on box holder's board prominently displayed on-site\*
- ~ Recognition as a box holder in the Official Tournament Program
- ~ Corporate identification at box seat entrance on stadium court

*\*Sponsors and Box Holders Boards are prominently displayed year-round at the Delray Beach Tennis Center & Stadium.*

#### ***ADVERTISING***

- ~ 1 full-page advertisement in the Official Tournament Program
- ~ Name/logo included in print and promotional materials produced by Match Point, Inc. where applicable (posters, ticket brochures, etc.)
- ~ Inclusion in the Official Delray Beach Open by the Venetian Las Vegas Partner Guide, distributed to all Delray Beach Open by the Venetian Las Vegas sponsors, business associates, box holders and series ticket holders
- ~ Right to incorporate sponsor's tournament affiliation in promotional activities

#### ***PROMOTIONS***

- ~ A 10' x 10' exhibition booth to showcase sponsor's products and services, including
  - ~ 2 exhibitor credentials per session
  - ~ 1 parking pass per session
- ~ 1 public address announcement per match on stadium court
- ~ Assistance in designing promotions and creating tournament related marketing programs
- ~ Sponsor may supply product to spectators, players, press, and tournament VIP's, upon Match Point, Inc.'s approval

#### ***TICKETS, CREDENTIALS & PASSES***

- ~ 2 boxes (4 seats each) per session

- ~ 4 VIP credentials
- ~ 2 VIP parking passes per session
- ~ 8 reserved seats (sections A - 0) on stadium court per session
- ~ 4 premier parking passes per session

***WEBSITE & "E" NEWSLETTER***

- ~ Recognition on Official Tournament Website (approx 500,000 visits during tournament)
- ~ Link to company's website from Official Tournament Website, [www.YellowTennisBall.com](http://www.YellowTennisBall.com)
- ~ "Featured Introduction" to fellow sponsors, VIPs, Box Holders, and chamber members via "Official Newsletter" to approximately 6,500 recipients seven (7) times annually

***HOSPITALITY & ENTERTAINMENT***

- ~ Invitations for 8 people to join us for the Charity Players Party
- ~ Hospitality areas with catering are available for your entertainment needs

***OFFICIAL TOURNAMENT MERCHANDISE***

- ~ 8 Official Tournament Polo Shirts
- ~ 8 Official Tournament T-shirts
- ~ 16 Official Tournament Programs