



20 N. Swinton Avenue
Delray Beach, FL 33444

Agenda Item #10.3.
September 14, 2017

~ CRA BOARD SUMMARY ~

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY AND CRA -
FUNDING CITY DEMOLITIONS , BOARDING UP STRUCTURES & ALLEYWAY CLEARANCE**

On November 16, 2016, the CRA and City entered into an Agreement for funding the demolition of blighted and unsafe structures within the CRA District in the amount of \$50,000.00. Subsequent to the approval of the agreement, the CRA and City staff met to discuss the utilization of the funds to include boarding up blighted and unsafe structures, which could include the use of clear board for aesthetics purposes and to improve visibility for inspections by Code Enforcement and Police personnel. In addition, there has been a recent amendment to the City's Code of Ordinances as it relates to alley maintenance that requires the City to maintain unimproved alleys. Unimproved alleyways can have extensive overgrowth and create safety concerns as well as have a blighting influence on properties within the CRA District. Therefore, the CRA and City desire to amend the Interlocal Agreement to increase the funding amount to \$75,000 for the costs necessary to demolish or board up structures, and perform alley clearing within the CRA District.

The attached First Amendment to the Interlocal Agreement will may be renewed every year provided that funding is included in the CRA's budget, and the CRA's budget is approved. The CRA shall make payments to the City within 45 days of the receipt of an invoice from the City. It is noted, if granting funding is obtained, those funds would be expended prior to utilization of CRA funds.

Recommended Action:

Approve the First Amendment to the Interlocal Agreement between the CRA and City of Delray Beach for the CRA to provide funding for the demolition and boarding up of blighted and unsafe structures, and alleyway clearance in an amount not to exceed \$75,000, subject to approval of the City and CRA budgets for Fiscal Year 2016-17.

Submitted By: DJ Lee, Property/Project Manager

Attachment(s): First Amendment to Interlocal Agreement between the City & CRA for- Demolitions, Boarding up Structures and Alleyway Clearance

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**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY
OF DELRAY BEACH AND THE DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY FOR
DEMOLITION AND BOARDING UP OF BLIGHTED STRUCTURES AND
ALLEYWAY CLEARANCE**

This First Amendment to the Interlocal Agreement (hereinafter "Amendment") is made the ___ day of _____, 2017, between the CITY OF DELRAY BEACH, a Florida municipal corporation (hereinafter "CITY") and DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "CRA").

WITNESSETH:

WHEREAS, on November 16, 2016, the Parties entered into an Agreement ("Original Agreement") for funding the demolition of blighted and unsafe structures within the CRA District in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00); and

WHEREAS, section 3 of the Original Agreement provides for an automatic renewal on an annual basis of the Original Agreement provided that the funding for the demolition of structures as stated in the Original Agreement is set forth in the CRA's budget, and the CRA's budget is approved; and

WHEREAS, in accordance with the automatic renewal provision of the Original Agreement, the CRA and CITY desire to amend the Original Agreement for the CRA to pay the City an amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) to pay for the costs necessary to demolish or board up structures, and perform alley clearing within the CRA District from October 1, 2017 through and including September 30, 2018.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. In consideration of the City demolishing and boarding up structures, and performing alley clearing within the Community Redevelopment Area, the CRA agrees to pay the City an amount not to exceed of Seventy Five Thousand and 00/100 Dollars (\$75,000.00). The CRA shall make payments to the City within 45 days of the receipt of an invoice from the City which is associated with the demolition of a structure declared to be unsafe by the City's Chief Building Official, and located within the Community Redevelopment Area.

3. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2018. However, this Agreement shall automatically renew on

an annual basis provided that funding for the demolition or boarding up of structures and alley clearing as stated herein is set forth in the CRA's budget, and the CRA's budget is approved.

4. The Parties agree that in all other respects the Original Agreement, except as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

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

CITY OF DELRAY BEACH, FLORIDA

BY: _____
CARY GLICKSTEIN, MAYOR

ATTEST:

KATERRI JOHNSON, MMC CITY CLERK

Approved as to Form:

CITY ATTORNEY

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
ANNETTE GRAY, CHAIR

ATTEST:

JEFFREY COSTELLO, EXECUTIVE DIRECTOR

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, 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

My Commission Expires: