



20 N. Swinton Avenue
Delray Beach, FL 3444

Agenda Item # 93
October 26, 2017

~ CRA BOARD SUMMARY ~

FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN CITY AND CRA - STREETSCAPE BEAUTIFICATION LANDSCAPE MAINTENANCE

The adopted Community Redevelopment Plan and Annual Work Plan call for the implementation of various streetscape beautification projects pursuant to the adopted Neighborhood and Redevelopment Plans. The Community Redevelopment Plan includes the provision that the CRA will provide initial maintenance for a minimum of five (5) years for selected streetscape and pocket park improvement projects in cooperation with the City.

In 2011 the CRA entered into an Interlocal Agreement (ILA) with the City to provide funding for the maintenance of the completed streetscape projects. The term of the original Agreement commenced on October 1, 2011 and extended for a period of five (5) years and provided for the renewal of the Agreement for a five (5) year period upon the consent of both parties. As stipulated in the Agreement, the CRA is invoiced every 30 days by the City based on the actual cost of landscape maintenance and irrigation. The City's Parks and Recreation Department currently administers the agreements with the City's landscape maintenance vendors for various streetscape improvements, while the CRA provides funding for the landscape maintenance for the projects specified in the ILA. It is noted, the City's landscape maintenance agreements will be administered by the Public Works Department in the future. There have been four (4) amendments to the ILA since its original approval in 2011. Exhibit "A" provides additional background since the approval of the original ILA. Provided below is the most recent activity related to the ILA.

On January 24, 2017, the CRA entered into the Fourth Amendment to the Interlocal Agreement with the City of Delray Beach to extend the time period for the CRA to fund the costs associated with the irrigation and landscaping maintenance along the Martin Luther King Jr. Drive and along SW 12th Avenue from West Atlantic Avenue to SW 3rd Street, up to and including September 28, 2021. During the Board's review of the Amendment, the Board discussed the ILA and felt there were areas that weren't being adequately maintained. The Board also discussed the terms and conditions of the landscape maintenance agreements to ensure proper performance by the contractors and the ability for CRA staff to participate on the evaluation committee as part of the City's Request for Bids/Proposals process. The Fourth Amendment included the provision that the CRA shall be entitled to have one representative on any Selection Committee or Evaluation Committee that the City establishes to evaluate proposals submitted for any work that is funded pursuant to the ILA. As part of the above, the City was providing reports to the Board regarding the monthly streetscape maintenance activity. As previously explained, due to the demands of City staff related to the clean-up as a result of Hurricane Irma, monthly reports will be provided again in January 2018.

In 2017, streetscape improvement projects were completed on NW 12th Avenue from W. Atlantic Avenue to Martin Luther King, Jr. Drive/NW 2nd Street, Martin Luther King Jr. Drive from NW 12th Avenue to the I-95 sound barrier, NE 2nd Avenue from NE 4th Street to George Bush Boulevard, and SE 2nd Street from S Swinton Avenue to SE 3rd Avenue as well as SE 2nd Avenue from SE 2nd Street to SE 3rd Street. In anticipation of including these projects in the ILA, the adopted FY 2017-18 CRA Budget included an increase in the amount of funding provided for streetscape maintenance from \$75,000 to \$100,000.

The attached ILA lists the completed streetscape beautification projects and includes the associated electrical costs for the decorative light fixtures, outlets, irrigation and landscape maintenance. The time frames in the agreements were amended so that all streetscape

maintenance expiration dates are consistent (September 30, 2022). The amendment also includes a provision that the CRA would not be precluded from performing the maintenance of the projects if mutually agreed upon by the City and CRA.

Recommended Action:

Approve the Fifth Amendment to the Interlocal Agreement with the City to include funding for the electrical, irrigation and landscape maintenance costs associated with the various Streetscape Maintenance Projects as listed in Exhibit "A" of the Agreement, increase the amount of annual funding from \$75,000 to \$100,000, and extend the time period for the CRA to fund the streetscape maintenance costs, up to and including September 30, 2022.

Submitted By: Krista Walker, Contract Manager

Attachment(s): Fifth Amendment to ILA for Streetscape Beautification Maintenance,

EXHIBIT "A"

On September 28, 2011, the CRA and the City entered into an Interlocal Agreement (ILA) for the CRA to provide funding in the amount not to exceed \$23,000 annually for irrigation and landscape maintenance along Martin Luther King, Jr. Drive (between NE 1st Ave. and NW 12th Ave., including two pocket parks/plazas) and SW 12th Avenue (between W. Atlantic Ave. & SW 3rd St.) for Fiscal Year 2011/2012. The term of the original Agreement commenced on October 1, 2011 and extends for a period of five (5) years. The Agreement may be renewed for a five (5) year period upon the consent of both parties. As stipulated in the Agreement, the CRA is invoiced every 30 days by the City based on the actual cost of landscape maintenance and irrigation. The intent is to provide the funding for the landscape maintenance of each project included in the Agreement, as amended from time to time, for at least five (5) years.

On February 11, 2013, the CRA and City entered into the First Amendment to the ILA to provide for the CRA to fund the maintenance costs of the landscaping associated with the Atlantic Avenue Gateway Feature project and increase the annual funding amount from \$23,000 to \$33,000.00. It also included an Exhibit "A" which identifies the effective date for the maintenance of each project along with the expiration date.

On April 8, 2014, the CRA and City entered into the Second Amendment to the ILA to amend Exhibit "A" to provide for the CRA to fund the irrigation and maintenance costs of the landscaping associated with the SW 2nd Street Beautification project and increase the annual funding amount from \$33,000 to \$36,000.00.

On February 16, 2016, the CRA and City entered into the Third Amendment to the ILA to amend Exhibit "A" to provide for the CRA to fund the electrical costs for the decorative light fixtures and outlets along the right-of-way of NE/SE 5th & 6th Avenues, between NE and SE 2nd Streets and for irrigation and landscape maintenance costs along the right-of-way of NE/SE 5th & 6th Avenues, between George Bush Boulevard and SE 10th Street, which were part of the Federal Highway Beautification Project. The amendment also increased the funding amount from \$36,000.00 to \$75,000.

On January 24, 2017, the CRA and City entered into the Fourth Amendment to the ILA to extend the time period for the CRA to fund the costs associated with the irrigation and landscaping maintenance along the Martin Luther King Jr. Drive and along SW 12th Avenue from West Atlantic Avenue to SW 3rd Street, up to and including September 28, 2021.

**FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
TO PROVIDE FUNDING FOR THE IRRIGATION AND MAINTENANCE OF LANDSCAPING
ASSOCIATED WITH CERTAIN STREETScape BEAUTIFICATION PROJECTS**

THIS FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FUNDING OF THE IRRIGATION AND MAINTENANCE OF LANDSCAPING ASSOCIATED WITH CERTAIN STREETScape BEAUTIFICATION PROJECTS ("AMENDMENT") is made this _____ day of _____, 2017, 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** and the **CRA** entered into an Interlocal Agreement to provide funding for the irrigation and maintenance of the landscaping along NE/NW 2nd Street and SW 12th Avenue on September 28, 2011 (the "Original Agreement"); and

WHEREAS, on February 11, 2013, the **CITY** and the **CRA** entered into the First Amendment to the Original Agreement (the "First Amendment"), to include **Exhibit "A"**, which lists the specific projects, the associated maintenance components the **CRA** will fund, and to increase **CRA** funding under the Original Agreement to cover the maintenance cost of the landscaping associated with the Delray Beach Gateway Feature Project depicted in **Exhibit "B"** to the First Amendment; and

WHEREAS, on April 8, 2014, the **CITY** and the **CRA** entered into the Second Amendment to the Original Agreement (the "Second Amendment"), to amend **Exhibit "A"**, which lists the specific projects, the associated maintenance components the **CRA** will fund, and to increase **CRA** funding under the Original Agreement to cover the maintenance cost of the landscaping associated with the SW 2nd Street Beautification Project listed on **Exhibit "A"** to the First Amendment; and

WHEREAS, on February 16, 2016, the **CITY** and the **CRA** entered into the Third Amendment to the Original Agreement (the "Third Amendment"), to further amend **Exhibit "A"** to the Original Agreement, in order to provide for the **CRA** to fund the irrigation and maintenance cost of the landscaping associated with the Federal Highway Beautification Project listed on **Exhibit "A"** to the Third Amendment to the Interlocal Agreement (the "Third Amendment"); and

WHEREAS, on January 24, 2017, the **CITY** and the **CRA** entered into the Fourth Amendment to the Original Agreement (the "Fourth Amendment"), to further amend **Exhibit "A"** to the Original Agreement, in order to extend the time period for the **CRA** to fund the costs associated with the irrigation and landscaping along the NE/NW 2nd Street right of way as well as the irrigation and landscaping along SW 12th Avenue from West Atlantic Avenue to SW 3rd Street, to a time period up to and including September 28, 2021; and

WHEREAS, the **CITY** and the **CRA** desire to amend the Original Agreement, and further amend **Exhibit "A"** to the Original Agreement, as previously amended, in order to provide for the **CRA** to fund the actual costs for electrical fees for the decorative light fixtures, and the irrigation and maintenance of the landscaping associated with the NW 12th Avenue Beautification Project, Martin Luther King Jr. Drive Phase II Beautification Project, SE 2nd Street/Avenue Beautification Project, and NE 2nd Avenue Beautification Project listed on **Exhibit "A"** and to extend the time period for the **CRA** to fund the costs associated with the projects included in **Exhibit "A"**, up to and including September 30, 2022, subject to annual budgetary approval; and

WHEREAS, this Fifth Amendment serves both a municipal and public purpose, and is consistent with the **CRA's** Redevelopment Plan, and the provisions 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** and the **CITY** agree to amend **Exhibit "A"**, the Original Agreement, as previously amended, which lists the specific projects, and the associated maintenance components the **CRA** will fund, and the time frame that the **CRA** will provide funding for the maintenance of the specified projects. This provision does not preclude the **CRA** from performing the referenced tasks for projects included in **Exhibit "A"**, if mutually agreed upon by the **CITY** and **CRA**.

3. The **CRA** and the **CITY** agree to amend **Exhibit "A"**, to the Original Agreement, as previously amended, in order to provide for the **CRA** to fund the actual costs for the electrical fees for the decorative light fixtures, and the irrigation and maintenance of the landscaping associated with the NW 12th Avenue Beautification Project, Martin Luther King Jr. Drive Phase II Beautification Project, SE 2nd Street/Avenue Beautification Project, and NE 2nd Avenue Beautification Project listed on **Exhibit "A"** to this Amendment. The maximum total amount of funding to be provided by the **CRA** to the **CITY** under the Original Agreement as amended by this Fifth Amendment shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).

4. The **CRA** and the **CITY** agree to amend **Exhibit "A"** to the Original Agreement, as previously amended, to provide for an extension of the time period for the **CRA** to fund the following projects contained in **Exhibit "A"**, up to and including September 30, 2022, subject to annual budgetary approval. **Exhibit "A"** to the Original Agreement, which is attached hereto, and incorporated herein by reference is hereby amended to provide for the inclusion of all projects listed on **Exhibit "A"**.

5. Funding for the maintenance of the projects specified in **Exhibit "A"** may be renewed for five (5) year periods subject to the execution of a written amendment to this Agreement.

6. All other terms and conditions of the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, not otherwise in conflict with this Fifth Amendment shall remain in full force and effect.

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

By: _____
Cary Glickstein, Mayor

Approved as to Form:

R. Max Lohman, City Attorney

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Jeff Costello, Executive Director

By: _____
Annette Gray, Chair

(SEAL)

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

EXHIBIT "A"

STREETSCAPE BEAUTIFICATION PROJECT MAINTENANCE - 5-YEAR MAINTENANCE SCHEDULE FOR EACH PROJECT		
	Project Name/Maintenance Description/Project Maintenance	Funding Amount
A	Martin Luther King Jr. Drive - NE/NW 2 nd St (NE 1 st Ave – I-95 Sound Wall) 1. Irrigation and maintenance costs for the landscaping along the NE/NW 2 nd Street right-of-way, along with the landscaping located within the two (2) public plazas located at the following locations: a. The southwest corner of NW 5 th Avenue and NW 2 nd Street; and b. The northeast corner of NW 2 nd Street and NW 2 nd Avenue. 2. Electrical costs for decorative light fixtures and outlets along the right-of-way	
B	SW 12 th Avenue (W Atlantic Ave – SW 3 rd St) 1. Irrigation and maintenance costs for the landscaping along the right-of-way of SW 12 th Avenue, between West Atlantic Avenue and SW 3 rd Street 2. Electrical costs for decorative light fixtures and outlets along the right-of-way	
C	Atlantic Avenue Gateway Feature 1. Maintenance costs for the landscape material as depicted on Exhibit "B".	
D	SW 2 nd Street Beautification 1. Irrigation and maintenance costs for the landscaping along the right-of-way of SW 2 nd Street, between S. Swinton Avenue and SW 15 th Avenue.	
E	Federal Highway Beautification 1. Irrigation and maintenance costs for the landscaping along the right-of-way of NE/SE 5 th & 6 th Avenues, between George Bush Boulevard and SE 10 th Street. 2. Electrical costs for decorative light fixtures and outlets along the right-of-way of NE/SE 5 th & 6 th Avenues, between NE and SE 2 nd Streets.	
F	NW 12 th Avenue 1. Irrigation and maintenance costs for the landscaping along the right-of-way of NW 12 th Avenue, between W. Atlantic Avenue and Martin Luther King, Jr. Drive 2. Electrical costs for decorative light fixtures and outlets along the right-of-way of NW 12 th Avenue, between W. Atlantic Avenue and Martin Luther King, Jr. Drive	
G	NE 2 nd Avenue 1. Irrigation and maintenance costs for the landscaping along the right-of-way of NE 2 nd Avenue, between NE 4 th Street and George Bush Boulevard. 2. Electrical costs for decorative light fixtures and outlets along the right-of-way of NE 2 nd Avenue, between NE 4 th Street and George Bush Boulevard.	
H	SE 2 nd Street/SE 2 nd Avenue 1. Irrigation and maintenance costs for the landscaping along the right-of-way of SE 2 nd Street, between Swinton Avenue and SE 3 rd Avenue; and, SE 2 nd Avenue, between SE 2 nd Street and SE 3 rd Street.	
	Total Annual CRA Funding Not To Exceed:	\$100,000.00