



## CRA BOARD MEETING OF: March 8, 2016

Consent Agenda	Old Business	X	New Business	Legal	Information Only
----------------	--------------	---	--------------	-------	------------------

### AGENDA ITEM: XIV. A

**SUBJECT:** Consideration of Interlocal Agreement (ILA) between the City of Boynton Beach and the CRA for the Property Maintenance of the NE 4<sup>th</sup> Street Parking Lot

**SUMMARY:** The CRA has completed the NE 4<sup>th</sup> Street Parking Lot & Street Enhancement Project located on the City owned property one block north of E. Ocean Avenue (see Attachment "A").

The Interlocal Agreement includes the terms and conditions under which the CRA shall be financially responsible for the management and property maintenance expenses for the NE 4<sup>th</sup> Street Parking Lot from the effective date until the time period ending on September 30, 2018 (see Attachment "B"). It is estimated that the annual maintenance expenses for the NE 4<sup>th</sup> Street Parking Lot would not exceed \$10,000.

**FISCAL IMPACT:** The CRA has budgeted property maintenance funding in the adopted FY 15/16 budget.

**CRA PLAN, PROGRAM OR PROJECT:** Downtown Vision and Master Plan

**RECOMMENDATIONS:** Approve the ILA between the City and the CRA for the Property Maintenance of the NE 4<sup>th</sup> Street Parking Lot.

A handwritten signature in blue ink, appearing to read "Michael Simon", is written over a horizontal line.

Michael Simon  
Assistant Director

# ATTACHMENT “A”



# ATTACHMENT “B”

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH  
AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR THE PROPERTY MAINTENANCE OF THE NORTHEAST FOURTH  
STREET PARKING LOT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, (hereinafter referred to as “CITY”), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the “CRA”).

**W I T N E S S E T H:**

**WHEREAS**, the CRA Northeast Parking Lot and Street Enhancement Project (Exhibit “A”) is intended to improve the quality of life for area residents, provide additional public parking for area businesses and to increase private investment within the CRA Redevelopment Area in the City of Boynton Beach ; and

**WHEREAS**, addressing the need for additional public parking for businesses within the downtown core area as well as eliminating slum and blighted conditions is a goal of the CRA’s Redevelopment Plan; and

**WHEREAS**, the CRA Board of Commissioners finds that this Agreement, and the use of the CRA’s funds to design and reconstruct the Northeast 4<sup>th</sup> Street Parking Lot & Street Enhancement Project is consistent with the CRA’s Redevelopment Plan, and Florida Statutes; and

**WHEREAS**, due to the intended elimination of slum and blighted conditions, and the beneficial economic impact of the Northeast 4<sup>th</sup> Street Parking Lot & Street Enhancement Project, 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 Boynton 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 annual funding in the amount not to exceed \$10,000 for landscape maintenance and property management services to the CITY for the maintenance of the Northeast 4<sup>th</sup> Street Parking Lot & Street Enhancement Project area. Such maintenance by the CRA shall be customary and reasonable and in accordance with the standards of maintenance of the City.
3. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2018. The term of the Agreement may be extended upon the execution of a written amendment to this Agreement executed by the Parties hereto.
4. Upon the termination of this Agreement, the City shall be responsible for all maintenance of the Project area including but not limited to the asphalt parking area, the swale drainage area, all landscaping, the sidewalk improvements and all pavement markings.
5. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.
6. 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.

7. 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.

8. 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.

9. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.

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

IN WITNESS WHEREOF, the CITY and CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,  
a Florida municipal corporation

\_\_\_\_\_  
Janet Prainito, City Clerk

By: \_\_\_\_\_  
Jerry Taylor, Mayor

Approved as to Form:

(SEAL)

\_\_\_\_\_  
Office of the City Attorney

**BOYNTON BEACH  
COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Jerry Taylor, Chair