

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	N/A

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No X
 Does this item include the use of Federal Funds? Yes _____ No X
 Does this item include the use of State Funds? Yes _____ No X

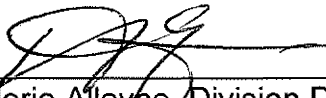
Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:


Fiscal impact is indeterminable. This agenda item will generate income to the County from the Boynton Beach CRA for services rendered on an as needed basis.


C. Departmental Fiscal Review:


 Valerie Alleyne, Division Director II
 Finance and Administrative Services, DHED


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 4/5/2024
 OFMB
 GA 4/3 DA 4/3
 DA 4/4

 4/8/24
 Contract Development and Control
 Tot 4/8/24

B. Legal Sufficiency:

 4/10/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BOYNTON BEACH COMMUNITY REDEVELOPMENT
AGENCY AND PALM BEACH COUNTY**

This **Amendment 1**, effective as of March 27, 2024, is by and between the **City of Boynton Beach Community Redevelopment Agency (CRA)**, and **Palm Beach County (County)**.

WITNESSETH

WHEREAS, Palm Beach County entered into an Interlocal Agreement (R2019-625) (the "Agreement") with the CRA on May 7, 2019, allowing County's provision of services to the CRA for the evaluation of economic development opportunities; and

WHEREAS, both parties desire to renew the Agreement; and

WHEREAS, both parties desire to update certain provisions regarding representatives.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
- B. As provided in Section 10 of the Agreement, the parties hereby agree to the renewal of the Agreement for five (5) years commencing on May 7, 2024, and through May 7, 2029.
- C. Section 3 shall be deleted entirely and replaced as follows:

The COUNTY's representative/Agreement monitor during the term of the Agreement shall be Alan Chin Lee, whose telephone number is (561) 233-3607, and whose email address is achinlee@pbcgov.org.

The CRA's representative/Agreement monitor shall be Timothy Tack, whose telephone number is (561) 600-9091, and whose email address is tackt@bbfl.us.

The parties may change their respective representative/Agreement monitor by providing written notice to the other party (writing may include emails).


Except as modified by this Amendment 1 the Agreement as hereby revised, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 1 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the CRA and the County have caused this Amendment 001 to be executed on the date first written above:

ATTEST:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY, BY ITS BOARD

By: 
Board Chair

Print: TY PENSERGA

Date: 3/21/2024

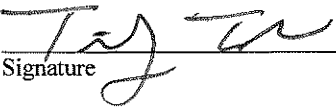
(SEAL)

WITNESSES:

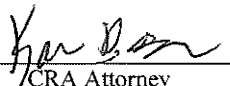
Vicki Curfman
Print


Signature

Timothy Tack
Print

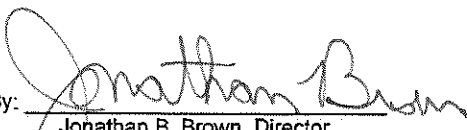

Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
CRA Attorney

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

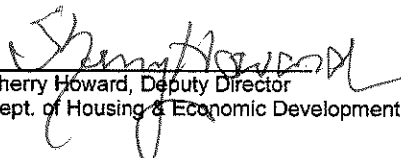
For its BOARD OF COUNTY COMMISSIONERS

By: 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: /s/ David Behar, Esq.
David Behar
Assistant County Attorney

By: 
Sherry Howard, Deputy Director
Dept. of Housing & Economic Development

R2019 0625

MAY 07 2019

INTERLOCAL AGREEMENT

This Interlocal Agreement is made, between the City of Boynton Beach Community Redevelopment Agency (CRA), a dependent special district established by the City of Boynton Beach pursuant to Chapter 163, Part III, Florida Statutes, located in Palm Beach, Florida (hereinafter "CRA") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I and Part III of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The COUNTY has the ability to provide services related to the evaluation of economic development opportunities to the CRA, and the CRA desires to utilize such services; and

WHEREAS, The CRA and the COUNTY have determined that providing such services to the CRA is cost effective and in the best interests of the citizens of the COUNTY.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to provide assistance with the evaluation of economic development opportunities.

Section 2. Definitions

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

01115458-2

“County Services” means services provided to the CRA by the COUNTY concerning economic development, including evaluation of economic development opportunities within the CRA in the form of economic impact analyses and such other similar services as the Parties may agree to in the manner provided for in this Agreement.

“Public Agency” means any governmental or special district entity as defined by Part I and Part III of Chapter 163, Florida Statutes.

Section 3. Representative/Monitoring Position

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Alan Chin Lee, whose telephone number is (561) 233-3607 and whose email address is achinlee@pbcgov.org.

The CRA'S representative/Agreement monitor during the term of this Agreement shall be Thuy Shutt, whose telephone number is (561) 600-9098 and whose email address is ShuttT@bbfl.us.

Section 4. Effective Date/Term

The Effective Date shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board. The term of this Agreement shall be for a period of five (5) years unless terminated earlier as provided hereinafter.

Section 5. CRA Responsibilities and Duties

When the CRA desires to use County Services, the CRA will provide to the COUNTY a written notice of required services, which may be sent by electronic mail to the COUNTY'S representative/Agreement monitor at the email address provided in Section 3. The notice will include a scope of a proposed County Services project, proposed budget for the County Services project, an estimated time frame within which the County Services project needs to be completed, and any other back-up information necessary to support the notice. If, upon the receipt of a good faith cost estimate from the COUNTY as described in Section 6, the CRA desires to move forward with the County Services project, the CRA will provide written authorization (which may be in electronic or email format) to the COUNTY for the COUNTY to move forward. The COUNTY and the CRA may negotiate and revise the proposed scope, price, and other aspects of County Services project to the satisfaction of both parties prior to the CRA providing such authorization; however, any such revisions to the notice must be in writing (writing may including emails).

Section 6. COUNTY Responsibilities and Duties.

Upon receipt of the notice of required services from the CRA as provided in Section

5, the COUNTY will provide the CRA a notice of acceptance of the required services, and provide the CRA with a good faith cost estimate to perform the County Services project described in the notice. Upon receipt of written authorization from the CRA to perform the County Services as described in Section 5, the COUNTY will perform the County Services as agreed upon. The COUNTY will not invoice the CRA for amount that would cause the County Services project to exceed the good faith estimate without prior written approval by the CRA which may be given by email..

Section 7. Payments/Invoicing and Reimbursement

The COUNTY shall submit invoices either at the completion of the County Services project and delivery of all deliverables to the CRA; or, if the County Services project will exceed 2 months, the COUNTY will submit monthly invoices to the CRA. Invoices will include a reference to this Agreement, identify the County Services project, and identify the amount due and payable to the COUNTY. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The COUNTY shall supply any further documentation deemed necessary by the CRA. Invoices received from COUNTY will be reviewed and approved by the CRA Finance Department, and then will be sent to the CRA Board for final approval. Invoices will normally be paid within thirty (30) days following approval by the CRA Board. The CRA will not approve a final payment for a County Services project until such project is complete and the CRA has received and accepted all deliverables associated with that Project. The CRA may decline to pay for invoiced County Services that default on or breach the terms of this Agreement or fail to substantially comply with the requirements of a County Services project.

Section 8. Funding Source

Funds used to compensate the COUNTY or services rendered will be those of the CRA only.

Section 9. Access and Audits

The COUNTY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work. The CRA shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COUNTY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General to the extent required by law or interfering

with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 10. Renewal

Renewal of this Agreement must be by mutual consent of the parties hereto, such renewal to be in written form.

Section 11. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 12. Termination

This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party. In the event the CRA so terminates this Agreement, such termination shall be contingent upon the CRA making payment to the COUNTY for all services rendered by the COUNTY to the CRA up to and including the date of the termination, except in the event that the CRA terminates this Agreement due to COUNTY's default or breach of this Agreement or COUNTY's failure to substantially comply with the requirements of a County Services project, in which case termination shall not be contingent on the CRA making payment to the COUNTY.

Section 13. Enforcement Costs

Neither party shall be liable to the other party for any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement.

Section 14. Annual Appropriation

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

Section 15. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY

Jonathan Brown

Director of the Department of Housing
And Economic Sustainability
100 Australian Avenue, 5th Floor
West Palm Beach, FL 33406

CRA

Michael Simon

Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, FL 33435

with a copy to

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, FL 33401

Either party may change the names and addresses in this Section by providing written notice to the other party. Where explicitly permitted in this Agreement, a party may provide notice by sending an email to the other party's representative/Agreement monitor designated in Section 3.

Section 16. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 17. Filing

The COUNTY shall file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County.

Section 18. Liability

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, (Statute), CRA and COUNTY represent that each is a political sub-division of the state subject to the limitations of Florida Statutes 768.28 as amended. CRA and COUNTY each agree to maintain fiscally sound and prudent liability programs with regard to their respective obligations under this Agreement.

Should either CRA and/or COUNTY contract with a third-party to perform any services related to this AGREEMENT, CRA and/or COUNTY shall require the third-party to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000

combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include CRA and COUNTY as Additional Insureds.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and such policy shall include coverage for Employer's Liability with minimum limits of \$100,000 each accident.

Section 19. Indemnification

The CRA agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault whether active or passive of CRA, of anyone acting under CRA's direction or control, or on CRA's behalf in connection with or incident to the performance of this Agreement. The aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers. Nothing in this Agreement shall be read to waive the liability limits set forth in 768.28, Florida Statutes.

Section 20. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 21. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 22. Equal Opportunity Provision

The COUNTY is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution

R2017-1770, as may be amended, the CRA warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement may be considered a default of the Agreement.

Section 23. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 24. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 25. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

Section 26. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CRA: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CRA shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CRA is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CRA further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the Agreement term and following completion of the Agreement, if the CRA does not transfer the records to the COUNTY.

- D. Upon completion of the Agreement the CRA shall transfer, at no cost to the COUNTY, all public records in possession of the CRA unless notified by COUNTY's representative/Agreement monitor, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CRA transfers all public records to the COUNTY upon completion of the Agreement, the CRA shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CRA keeps and maintains public records upon completion of the Agreement, the CRA shall meet all applicable requirements for retaining public records. All records stored electronically by the CRA must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CRA to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CRA acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Section 27. Counterparts and Transmission.

To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

Section 28. Agreement Deemed to be Drafted Jointly.

This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

Section 29. Ownership of Deliverables.

All deliverables from the County to the CRA for any and all County Services projects shall be the property of the CRA and subject to Section 27 herein above.

[Signatures on Next Page]

(COUNTY SEAL BELOW)


**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock
Clerk & Comptroller

By: *Mack Bernard*
Mack Bernard, Mayor

By: *Sharon R. Bock*
Deputy Clerk



Approved as to Form
and Legal Sufficiency

Document No.: R2019 0625

MAY 07 2019

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: *James Brako*
James Brako,
Assistant County Attorney

By: *Sherry Howard*
Sherry Howard,
Deputy Director

ATTEST:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY, BY ITS
BOARD

By: [Signature]
Board Chair

Print: Steven B. Grant

Date: 9/13/2019



(SEAL)

WITNESSES:

Vicki Hill
Print

[Signature]
Signature

BONNIE NICKLEN
Print

[Signature]
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
CRA Attorney