

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE WORTH BEACH AND THE
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING OF PLANNING SERVICES**

THIS INTERLOCAL AGREEMENT FOR FUNDING OF PLANNING SERVICES (“AGREEMENT”) is made this ___ day of _____, 2021, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **LAKE WORTH 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 “**LWBCRA**”).

WITNESSETH:

WHEREAS, the **CITY** is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

WHEREAS, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

WHEREAS, the **LWBCRA** is a Community Redevelopment Agency established by the **CITY**, pursuant to Part III, Chapter 163, Florida Statutes, to provide for redevelopment of blighted areas within the **LWBCRA** Community Redevelopment Area; and

WHEREAS, the **LWBCRA** assembled real property in the area of L and M Streets, south of Lake Avenue, within the City of Lake Worth Beach (the “**Property**”), and the **CITY** and the **LWBCRA** desire to have the Treasure Coast Regional Planning Council (“**TCRPC**”) perform an analysis of the land assemblage to include public outreach, a virtual public workshop, design concepts, and planning-level pro-formas to assist in the preparation of a Request for Proposals to be issued by the **LWBCRA** for the development of the **Property**, all in the best interest of the resident and businesses of the **CITY**; and

WHEREAS, the **CITY** requested, and the **LWBCRA** has agreed to fund the Scope of Services to be performed by the **TCRPC**, in accordance with the Interlocal Agreement between the **CITY** and the **TCRPC**, which is attached hereto as Exhibit “**A**,” (the “**TCRPC Agreement**”); and

WHEREAS, this Agreement and the funding provided by the **LWBCRA** to the **CITY** pursuant to the Agreement complies with the provisions of Part III, Chapter 163, Florida Statutes, is consistent with the Community Redevelopment Plan, and serves both a municipal and public purpose.

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 by reference.
2. In consideration of the **CITY** contracting with the **TCRPC** for the Scope of

Services as provided in the TCRPC Agreement, the LWBCRA agrees to pay to the CITY a total amount not to exceed One Hundred Thousand Nine Hundred and 00/100 Dollars (\$100,900.00) pursuant to the Scope of Services and fee schedule as provided in the TCRPC Agreement. Payment shall be made by the LWBCRA to the CITY upon the receipt of an invoice from the CITY documenting the Project Milestones, and the payment amount, which shall be consistent with the Scope of Services performed by the TCRPC and the TCRPC Agreement. Upon receipt of the invoice, and any required documentation, the LWBCRA shall process payment, and provide the CITY with payment no later than thirty (30) days following receipt of the invoice.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA, the CITY, and the TCRPC staff, particularly regarding certain aspects of event planning, project milestone completion, financial administration, reporting and auditing, and administration and implementation of the TCRPC Agreement. Upon completion of the Scope of Services by the TCRPC, the CITY shall transfer to the LWBCRA copies of any documents, data, and information requested by the LWBCRA related to the services accomplished herein in order that the LWBCRA may prepare and issue the Request for Proposals for the development of the Property.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until the Scope of Services provided by the TCRPC are completed in a manner satisfactory to both the CITY and the LWBCRA.

5. **Public Records.** The CITY and LWBCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records. The CITY and LWBCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the LWBCRA which shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with The Florida Records Retention Schedule, as may be amended from-time to time.

7. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or LWBCRA as set forth in Section 768.28, Fla.Stat.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

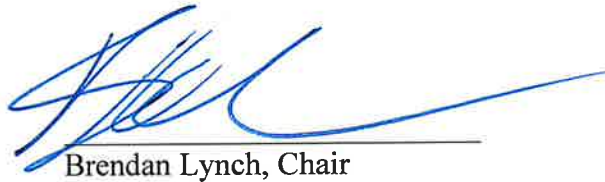
By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**



Joan Oliva, Executive Director



Brendan Lynch, Chair

Dated this ____ day of _____, 2021