

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

THIS INTERLOCAL AGREEMENT FOR FUNDING OF ROAD IMPROVEMENTS (“AGREEMENT”) is made this ___ day of 2/22/2024, 2024, 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** and the **CITY** desire to provide for improvements to public rights-of-way within the Community Redevelopment Area, specifically Lake Avenue and Lucerne Avenue between B and H Streets, as more fully depicted in Exhibit “A” to this Agreement which is attached hereto and incorporated herein by reference; and

WHEREAS, the **LWBCRA** and the **CITY** agree to have the **CITY** enter into and manage the agreement with the contractor who shall complete the right-of-way improvements, and that the **LWBCRA** will provide funding to the **CITY** to fund a portion of the cost of the right-of-way improvements provided pursuant to the agreement with the contractor (the “**LWBCRA** Funding”); and

WHEREAS, the **LWBCRA** has agreed to provide the **LWBCRA** Funding to the **CITY**, in accordance with the terms and conditions contained herein; and

WHEREAS, this Agreement and the funding provided by the **CITY** and the **LWBCRA** for the micro-transit services 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. **Payment of Funds by CITY.** The LWBCRA agrees to provide to the CITY funds in a total amount not to exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) which shall serve as the LWBCRA Funding for the right-of-way improvements completed pursuant to the agreement entered into between the CITY and the right-of-way construction contractor. Payment shall be made by the LWBCRA to the CITY, upon presentation of an invoice to the LWBCRA. Upon receipt of the invoice, and any required documentation, the LWBCRA shall process payment, and provide the CITY with payment no later than fourteen (14) days following receipt of the invoice. The LWBCRA Funding shall be utilized by the CITY to pay the right-of-way construction contractor pursuant to the agreement entered into between the CITY and the right-of-way construction contractor.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA and the CITY particularly regarding certain aspects of the consideration and approval of the Project.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until December 31, 2024. The LWBCRA and the CITY may agree to extend the Agreement, through the execution of a written amendment to this Agreement. In no event shall the Agreement be extended beyond September 30, 2025.

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.

6. **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.

7. **No General Obligation.** Neither this Agreement, nor the obligations imposed upon the CITY or the LWBCRA hereunder shall be or constitute an indebtedness or general obligation of the CITY or LWBCRA within the meaning of any constitutional statutory or charter provisions requiring the CITY or the LWBCRA, or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the CITY or the LWBCRA or other Governmental Authority. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the CITY and the LWBCRA, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

(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 Ann Coyne, MMC
Melissa Ann Coyne, MMC,
City Clerk

By: Betty Resch
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Elizabeth Lenihan
Glen J. Torcivia, City Attorney

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Joan Oliva
Joan Oliva, Executive Director

Carla Blockson
Carla Blockson, Chair

Dated this 30 day of January, 2024



Mi Casita Produce

El Pueblo Chapin

El Carbonero

Jm Waste & Junk Removal

Tortilleria Gallo de Oro

HATCH 1121

Restaurant El Limon

Lupis Beauty Salon Unisex

El Tikal Billar