

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

THIS INTERLOCAL AGREEMENT FOR PAYMENT OF AUDITING SERVICES (“AGREEMENT”) is made this ____ day of _____, 2025, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (“**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 (“**LWBCRA**”).

W I T N E S S E T H:

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, pursuant to Section 163.387(8), Florida Statutes, the LWBCRA is required to provide a financial audit by an independent certified financial accountant or firm, and the LWBCRA desires to utilize the CITY’s auditor to satisfy the statutorily required audit reporting requirements, all in the best interest of the LWBCRA and the CITY; and

WHEREAS, the LWBCRA agrees to reimburse the CITY’s auditing Consultant for the costs associated with the auditor performing the financial audit of the LWBCRA for Fiscal Years defined in the CITY’s Agreement with the Consultant, which is attached hereto as Exhibit “A” and may be amended from time to time (“Consultant Agreement”); and

WHEREAS, this Agreement and the funding provided by the CITY and the LWBCRA 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 LWBCRA.** In consideration of the CITY contracting with its auditing Consultant, for the performance of financial audits, the LWBCRA agrees to pay the CITY’s Consultant the amounts defined in the annual engagement letter for the LWBCRA financial audits performed by the CITY’s Consultant pursuant to the Consultant Agreement. Payment shall be made by the LWBCRA to the Consultant upon completion of the audit report and the receipt of an invoice from the CITY evidencing the completion of the auditing services,

and the payment amount. Upon receipt of the invoice and any required documentation, the LWBCRA shall process payment in accordance with the payment terms defined in the Consultant Agreement.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA, the CITY, and the Consultant, particularly regarding certain aspects of performing the annual financial audit, providing records, and responding to inquiries from the Consultant. Upon completion of the financial audit of the LWBCRA, the CITY shall transfer to the LWBCRA copies of any documents, data, and information requested by the LWBCRA related to the financial auditing services in order that the LWBCR may prepare and respond to any inquiries related to the audits.

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 Consultant is completed in a manner satisfactory to both the LWBCRA and the CITY.

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.

(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,
City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Joan Oliva, Executive Director

Carla Blockson, Chair

Dated this ____ day of _____, 2025