

**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 _____, 2022, 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**”).

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 Consultant **RSM US, LLP** for the costs associated with the auditor performing the financial audit of the **LWBCRA** for Fiscal Years defined in the **CITY**’s Agreement as amended, which is attached hereto as Exhibit “**A**”; 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 its auditor, **RSM US, LLP**, for the performance of the financial audits, the **LWBCRA** agrees to pay to **RSM US, LLP** the amounts defined in the **CITY**’S Agreement for the **LWBCRA** financial audits performed by **RSM US, LLP** pursuant to the Agreement which is attached hereto as Exhibit “**A**.”

Payment shall be made by the LWBCRA to the RSM US, LLP 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 to the payment terms defined in the CITY's Agreement.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA, the CITY, and RSM US, LLP, particularly regarding certain aspects of performing the annual financial audit, providing records, and responding to inquiries from RSM US, LLP. 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 LWBCRA 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 RSM US, LLP 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.

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 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 _____, 2022