

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH DOWNTOWN DEVELOPMENT AUTHORITY
FOR INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2025 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation (hereinafter referred to as “City”) and **THE DELRAY BEACH DOWNTOWN DEVELOPMENT AUTHORITY** (hereinafter referred to as “DDA”) (collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the City is a Florida municipal corporation and has the home rule power to enter into agreements as herein provided; and

WHEREAS, the DDA is a body corporate and dependent district of the City codified pursuant to Ch. 2003-314, Laws of Florida; and

WHEREAS, the DDA desires to contract with the City for the provision of information technology services to support the DDA’s monthly meetings in the City Commission Chambers located in City Hall; and

WHEREAS, the parties find that this Agreement serves a municipal and public purpose, and is consistent with the requirements of Florida law.

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 true and correct and incorporated herein by reference.

2. **Term.** This term of this Agreement shall commence October 1, 2025 and terminate on September 30, 2026. This Agreement shall automatically renew on an annual basis provided that funding for the services set forth herein in the City and DDA budgets, and those budgets are

approved. Either party may cancel this Agreement if it provides written notice to the other party, at least 30 days prior to its renewal, of its intent to cancel.

3. **Responsibilities of the City.** The City shall provide the DDA with information technology services for DDA regular and workshop meetings held in the City Commission Chambers. In the event that the CITY cannot provide the requested service through the use of its employees, the CITY shall advise the DDA that the CITY cannot provide the requested service. The DDA will then have the right to obtain the service from an outside contractor.

4. **Responsibilities of the DDA.** The DDA shall provide (a) prior reasonable notice to the City of the services requests; (b) all information that the City requests from the DDA that the City determines it needs to carry out the service to be provided by the City.

5. **Fee.** In consideration of the services provided by the City to the DDA pursuant to this Agreement, the DDA shall pay to the City Two Hundred Dollars (\$200.00) for each meeting wherein the City provides IT services. No later than June 30th of each year during the term of this Agreement, the City shall provide notice to the DDA of the amount of additional funds that will be necessary for the DDA to pay to the City for the following fiscal year to fund the services. Following receipt of the notice from the City, the DDA's Executive Director shall advise the City whether the DDA will fund the additional costs in the DDA budget for the services for the following year or terminate the Agreement.

6. **Reporting Requirements.** The City shall provide the DDA with a quarterly summary report documenting the information technology services provided pursuant to this Agreement, along with an invoice detailing the funds to be remitted by the DDA to the CITY for services rendered.

7. **Termination.** Any party may terminate this Agreement by giving 30 days written notice.

8. **Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision thereof give any third person any right of subrogation or action over or against any party to this Agreement

9. **Governing Law and Venue.** This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

10. **Public Records.** IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE

MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

a. Parties shall comply with public records laws, specifically to:

i. Keep and maintain public records required by the parties to perform the service.

ii. Upon request from the City's custodian of public records, provide the City 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 Florida Statute or as otherwise provided by law.

iii. 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 party does not transfer the records to the City.

iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the party or keep and maintain public records required by the City to perform the service. If the party transfers all public records to the City upon completion of the Agreement, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

v. If either party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11. **Inspector General.** All parties are aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from all parties and their vendors or contractors. All parties understand and agree that in addition to all other

remedies and consequences provided by law, the failure to fully cooperate with the Inspector General when requested may be deemed to be a material breach of this Agreement justifying its termination.

12. **Entire Agreement.** No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

13. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto.

14. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

15. **Assignment.** Neither the City nor the DDA shall assign or transfer any rights or interest in this Agreement.

16. **Fiscal Funding.** The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the DDA executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

**DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification

Type of Identification Produced _____