

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING
OF THE
PURCHASING AGENT FOR CRA FUNDED PROJECTS**

THIS AGREEMENT is made this _____ day of _____, 2018 by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation, (hereinafter referred to as "**CITY**"), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter referred to as the "**CRA**").

W I T N E S S E T H:

WHEREAS, in an effort to eliminate slum and blight within the City of Delray Beach Community Redevelopment Area, the **CRA** desires to assist the **CITY** in improving the implementation and administration of the **CITY**'s procurement process throughout the **CITY** and within the Community Redevelopment Area; and

WHEREAS, the **CITY** and the **CRA** find that by having a Purchasing Agent, the **CITY** will be better suited to provide procurement services by the **CRA**'s community redevelopment plan; and

WHEREAS, the **CRA** desires to provide funding to aid in the cost of one Purchasing Agent that will be assigned to procurement efforts of the **CRA**; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the **CRA**'s Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

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.

2. The **CRA** shall provide the following:

- A. Funding to the **CITY** for the Purchasing Agent;
- B. All information that the **CITY** requests from the **CRA** that the **CITY** determines it needs in order to carry out the services to be provided by the **CITY**.

3. The term of this Agreement shall commence October 1, 2018 and terminate on September 30, 2019. However, it shall automatically renew on an annual basis provided that funding for the position is set forth in the **CITY** and **CRA** budgets, and those budgets are approved. Either party may cancel the agreement if it provides written notice to the other party, at least 30 days prior to renewal, of its intent to cancel the agreement.

4. The **CRA** shall pay one hundred percent (100%) of the actual cost of the Purchasing Agent position up to a maximum amount of Sixty-Seven Thousand Seven Hundred Twenty Eight and 00/100 Dollars (\$67,728.00). The **CRA** shall pay its share of the cost of the Purchasing Agent position to the **CITY** in quarterly installments, no later than fifteen (15) days following receipt of the documentation as required by this Agreement. The **CRA** has the right to withhold the quarterly payment after receipt of documentation from the **CITY** until the **CRA** receives all additional information from the **CITY** that the **CRA** deems necessary to analyze the performance of the Purchasing Agent.

5. The **CITY** shall provide the **CRA** with quarterly reports documenting the **CITY's** expenditures related to the Purchasing Agent position, including salary and benefits paid to the Purchasing Agent. The quarterly report shall be provided to the

CRA's Executive Director no later than January 31, 2019, April 30, 2019, July 31, 2019 and October 31, 2019. In the event the **CITY** fails to provide the required reports, the **CRA** will have the discretion to withhold payment of any funds until receipt of the report. In addition, the **CRA** may request that the **CITY** provide any additional information that the **CRA** deems necessary in order to fully evaluate the Purchasing Agent's performance.

6. No later than May 30th of each year during the term of this Agreement, the **CITY** shall provide notice to the **CRA** of the amount of additional funds that will be necessary for the **CRA** to pay to the **CITY** for the following fiscal year to fund the position. Following receipt of the notice from the **CITY**, the **CRA's** Executive Director shall advise the **CITY** whether the **CRA** will fund the Purchasing Agent position in the **CRA's** budget for the following year, or terminate the Agreement.

7. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

8. PUBLIC RECORDS. **CITY** is a public agency subject to Chapter 119, Florida Statutes. The **CRA** shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, **CRA** agrees to:

8.1 Keep and maintain all records required by the **CITY** to perform the service.

8.2 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 this chapter or as otherwise provided by law.

8.3 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 contract term and following completion of the contract if the **CRA** does not transfer the records to the **CITY**.

8.4 Upon the termination of the contract, the **CRA** shall transfer, at no cost to the **CITY**, all public records in possession of the **CRA** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CRA** keeps and maintains public records upon completion of the contract, the **CRA** 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**. All records shall be transferred to the **CITY** prior to final payment being made by the **CRA**.

8.5 If **CRA** 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.

**IF THE CRA HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE CRA'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO
THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT**

561-243-7050

CITYCLERK@MYDELRAYBEACH.COM

9. **INSPECTOR GENERAL.** **CRA** is 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 Agreement, and may demand and obtain records and testimony from the **CRA**, and its sub licensees and lower tier sub licensees. The **CRA** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the **CRA** or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the **CITY** to be a material breach of this Agreement justifying its termination.

10. **Governing Law. Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

11. 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.

12. 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. Neither the **CITY** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

14. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form and
Legal Sufficiency:

R Max Lohman, City Attorney

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shelley Petrolia, Chair

ATTEST:

Jeff Costello, Secretary

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel