

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
IN-HOUSE MANAGEMENT SERVICES**

THIS AGREEMENT is made this 26th day of Sept, 2013 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**").

WITNESSETH:

WHEREAS, the **CITY's** Comprehensive Plan requires the preparation of redevelopment plans for locations within the city limits which are also located within the **CRA's** boundaries; and

WHEREAS, the **CITY** and the **CRA** will benefit from the services of a project manager in the **CITY's** engineering department; and

WHEREAS, both parties desire to assist one another in providing and obtaining the services as more specifically set forth in this Agreement.

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 **CITY** will provide the following services:
 - A. The **CITY** shall provide project management services to the **CRA** relating to the project management of certain projects located in the **CRA** district that include, but are not limited to, the Downtown Master Plan, Southwest Area Neighborhood Plan, Osceola Park

Neighborhood Plan, North Federal Highway Redevelopment Plan, as well as plans for other areas within the **CRA** District.

B. The **CITY** shall provide for the shared use of the services of a Project Manager.

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

- A. Prior reasonable notice to the **CITY** of service requests;
- B. Reproduction of all final plans at its own cost;
- C. All information that the **CITY** requests from the **CRA** that the **CITY** determines it needs to carry out the service to be provided by the **CITY**.

4. The term of this Agreement shall commence October 1, 2013 and terminate on September 30, 2014. 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.

5. The **CRA** shall pay one hundred percent (100%) of the actual cost of the In House Project Manager position up to a maximum amount of ninety-one thousand and seven hundred and fifty dollars (\$91,750.00). The **CRA** shall pay its share of the cost of the In House Project Manager 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 In House Project Manager.

6. The CITY shall provide the CRA with a quarterly report documenting the CITY's expenditures related to the In House Project Manager position, including salary and benefits paid to the In House Project Manager. The quarterly report shall detail the In House Project Manager's activities, and hours of work. The quarterly report shall be provided to the CRA's Executive Director no later than December 31st, March 31st, June 30th, and September 30th. 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 In House Project Manager's performance.

7. 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 In House Project Manager position in the CRA's budget for the following year, or terminate the Agreement.

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

9. No prior or present agreements or representation 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.

10. 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.

11. 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.

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

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

ATTEST:

Deputy Kimberly Wynn
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]
Cary Glickstein, Mayor

Approved as to Form:

[Signature]
City Attorney

ATTEST:

Diane Colonna
Diane Colonna, Executive Director

COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]
Howard Lewis, Chair

(SEAL)


STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of Sept, 2013, by Howard Lewis, as Chair (name of officer or agent, title of officer or agent), of Delray CRA (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.



Kristyn Cox
COMMISSION #EE059793
EXPIRES: MAR. 23, 2017
WWW.AARONNOTARY.COM


Notary Public - State of Florida

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