

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS FUNDING AGREEMENT (the "Agreement"), is made this ____ day of _____, 2015, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as the "CRA", and the **CITY OF DELRAY BEACH**, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, increasing economic development within the City of Delray Beach is essential to maintain a vibrant and competitive community; and

WHEREAS, the **CRA** and the **City** desire to continue to further the economic development within the **City** in a more cohesive, collaborative and streamlined manner; and

WHEREAS, the **CRA** desires to dedicate staff resources toward implementing the economic development initiatives contained within in the CRA Plan; and

WHEREAS, the City's Home Rule Power allows and F.S. §166.021(9) expressly provides that the expenditure of public funds for economic development is a valid public purpose; and

WHEREAS, the **CRA** and the **City** desire to enter into this Agreement in order to participate together in funding employee positions dedicated to economic development, within the City's Community Redevelopment Area and the City of Delray Beach as a whole;

WHEREAS, the **CRA** and the **City** find that this Agreement serves a municipal and public purpose, and is consistent with the Delray Beach Community Redevelopment Plan and the provisions of Chapter 163, Florida Statutes.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties agree as follows:

1. **Recitations**. The recitations set forth above are incorporated as if fully set forth herein.

2. **Positions**. The **CRA** and the **City**, pursuant to the terms and conditions contained herein agree to contribute funds in order to provide for the maintenance of the Economic Development Director, hereinafter referred to as the "Director," and the Economic Development Manager, hereinafter referred to as the "Manager". The Director and Manager shall be employed by the **CRA**; however, the City shall have input with respect to the selection of any future Director should the incumbent leave during the course of this Agreement. Any person selected for the Director position must

be approved by the City Manager of the City of Delray Beach. The Manager shall be selected by Director, with the direct involvement of the **CRA's** Executive Director and the City Manager of the City of Delray Beach.

3. **Employees of the CRA.** The Director and Manager shall be **CRA** employees, subject to the following provisions governing the relationship of the Director and the Manager to the **CRA** and the **City**:

- a. **Duties of the CRA.** The Director shall report directly to the **CRA's** Executive Director and shall formulate, recommend, and carry out policies relative to business development, business retention, and business enhancement strategies and programs within the **CRA** Redevelopment Area and all other business districts within the **City**. The Manager shall report to the Director and carry out business recruitment, retention and expansion strategies as directed within the **CRA** Redevelopment Area and all other business districts within the **City**. The **CRA**, as the employer, shall assume all duties and responsibilities of employer which shall include, but not be limited to, providing primary office space and directing all day-to-day activities of the Director.
- b. **Duties of the City.** The Director shall report to the City Manager of the City of Delray Beach, with regard to policies and programs specific to the overall economic development of the **City**, and the implementation of those programs through the City Manager of the City of Delray Beach. The funding for the economic development functions shall be maintained in line items within the City Manager's office budget assigned specifically for Economic Development. This shall including staffing, marketing, incentive funds and other associated expenses.

4. **Director Duties and Responsibilities.** The duties and responsibilities of the Director shall be to formulate, recommend, and carry out policies relative to business development, business retention, and business enhancement strategies within the **CRA** Redevelopment Area and all business districts within the **City** by performing tasks as provided for in the Economic Development Director Job Description. The Director shall, on a monthly basis, provide a written update to the **CRA's** Executive Director and the City Manager regarding his/her activities during the prior month; and meet with the City Manager and other department heads on a regular basis in a manner consistent with a **City** department head, as well as attending all relevant **City** meetings.

5. **Manager Duties and Responsibilities.** The duties and responsibilities of the Manager shall be to carry out policies relative to business development, business retention, and business enhancement strategies within the **CRA** Redevelopment Area and all business districts within the **City** by performing tasks as directed by the Economic Development Director. The Manager shall, on a monthly basis, provide a written update to the Director regarding his/her activities during the prior month, which will be incorporated into the Director's report to the City Manager and the **CRA**

Executive Director. The Manager will represent the Director as instructed at internal and external meetings relative to implementing the **City** economic development strategy and economic development strategies outlined in the **CRA** Redevelopment Plan.

6. **Payment to be made Towards Funding the Economic Development Positions.**

6.1 **Salaries and Benefits.** The **CRA** and the **City** acknowledge that the **CRA's** ability to fund the Economic Development positions is limited to the extent that the Director and Manager provide services with respect to economic development activities within the Community Redevelopment Area. In recognition of the **CRA's** funding limitations associated with those guidelines, the **CRA** shall only pay fifty percent (50%) of the Director's salary and fringe benefits costs per year and fifty percent (50%) of the Manager's salary and fringe benefits costs per year. Fringe benefits costs shall include employer payroll taxes, health, dental and life/disability insurance; auto and phone allowances; unemployment insurance; and retirement. The **City** shall pay to the **CRA** fifty percent (50%) of the Director's salary and benefits per year and fifty percent (50%) of the Manager's salary and benefits per year. The Director and the Manager shall document the percentage of time spend on **CRA** and **City** related activities by means of regular time sheets. The monies shall be accrued at the start of each quarter and payable in quarterly pro rata increments in arrears. The Director's salary shall not exceed One Hundred Thousand Dollars (\$100,000.00) per year and the Manager's salary shall not exceed Eighty Thousand Dollars (\$80,000.00) per year. The **CRA** and the **City** agree to meet on a regular basis to ensure that the funding of the positions is properly shared by the **CRA** and the **City** in proportion to the duties and responsibilities as they relate to economic development within the Community Redevelopment Area and the **City** as a whole.

6.2 **Miscellaneous Expenses for Economic Development Positions.** The **CRA** and the **City** agree to share the costs associated with any miscellaneous expenses associated with the Economic Development Positions funded pursuant to this Agreement. For purposes of this Agreement, "miscellaneous expenses" include, but are not limited to office supplies, professional training, and marketing. Prior to incurring a miscellaneous expense, the Director shall obtain approval and authorization from the **City** and the **CRA** as to the miscellaneous expense, and the percentage of the miscellaneous expense to be paid by each party.

7. **Term of Agreement.** This Agreement shall be for a one (1) year period, retroactive to October 1, 2015. The funding provided pursuant to this Agreement is subject to the respective budget restrictions and approvals by the **CRA** and the **City**. The Agreement may be extended for one (1) year periods if approved by the **City** and the **CRA** through the execution of a written amendment to this Agreement.

8. **Recording.** This Agreement shall be filed pursuant to the requirements of Section 163.01 (1 1) of the *Florida Statutes*.

9. **Public Records.** **City** is a public agency subject to Chapter 119, Fla. Stat. the **CRA** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CRA** agrees to:

9.1 Keep and maintain all records that ordinarily and necessarily would be required by the **City**.

9.2 Provide the public with access to public records on the same terms and conditions that the **City** would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

9.4 Meet all requirements for retaining public records and transfer, at no cost, to the **City** all records in possession of the **CRA** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **City** in a format that is compatible with the information technology systems of the **City**. All records shall be transferred to the **City** upon completion of the work encompassed in this Agreement.

9.5 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.

10. **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.

11. **Entire Agreement.** 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.

12. **Severability.** 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.

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

14. **Assignability.** Neither the **City** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

15. **Validity of Agreement.** This Agreement shall not be valid until signed by the Mayor of the City of Delray Beach and the City Clerk and the Chair of the **CRA**.

ATTEST: CITY OF DELRAY BEACH, FLORIDA

City Clerk By: _____
Cary Glickstein, Mayor

Approved as to Form:

City Attorney

ATTEST: DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

Print Name: _____ By: _____
Reginald A. Cox, Chair

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (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.

Notary Public – State of Florida