

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
ENGINEERING INSPECTOR POSITION**

THIS AGREEMENT is made this _____ day of _____, 2017 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, 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 providing an Engineering Inspector to perform constructability review, construction oversight, inspection and administration on all **CRA** funded infrastructure projects within the **City's** rights of way within the Community Redevelopment Area; and

WHEREAS, the **CITY** and the **CRA** find that by having an Engineering Inspector position funded by the **CRA**, that the **CITY** will be able to provide more adequate sidewalk design and construction throughout the **CRA** District, roadway reconstruction projects within "The Set" and other locations, alley design and construction, parking management plan element implementation, and neighborhood, stadium, and alley improvements within the Community Redevelopment Area; and

WHEREAS, the **CRA** desires to provide funding to cover the cost of the Engineering Inspector position that will be assigned to address design, construction, and improvements within the Community Redevelopment Area; and

WHEREAS, through the use of a designated Engineering Inspector, the **CITY** and the **CRA** find that issues related to construction, inspection, and administration of

all **CRA** funded infrastructure projects within the **City's** rights of way can be addressed to the benefit of property owners, residents, and businesses within the Community Redevelopment Area; 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 **CITY** will provide one (1) Engineering Inspector that will be assigned to address constructability review, construction oversight, inspection, and administration on all **CRA** funded infrastructure projects within the **City's** rights of way within the Community Redevelopment Area.
3. The projects that the Engineering Inspector shall handle include but are not limited to the following:
 - a. Sidewalk design and construction throughout the Community Redevelopment Area
 - b. Roadway Reconstruction projects within "The Set" and other locations
 - c. SW 3rd Court, SW 4th St., SW 6th St, and SW 7th Ave. and associated alleyway design and construction
 - d. Alleyway design and construction
 - e. Parking Management Plan implementation
 - f. Pompey Park Master Plan implementation and other park improvements
 - g. Osceola Park Neighborhood Improvements
4. The **CRA** shall provide 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**.

5. The term of this Agreement shall commence October 1, 2017 and terminate on September 30, 2018. Either party may cancel the agreement if it provides written notice to the other party, at least thirty (30) days prior to renewal, of its intent to cancel the agreement.

6. The **CRA** shall pay one hundred percent (100%) of the actual cost of the Engineering Inspector position up to a maximum amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00). The **CRA** shall pay its share of the cost of the Engineering Inspector position to the **CITY** in quarterly installments, 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 Engineering Inspector.

7. The **CITY** shall provide the **CRA** with monthly reports documenting the **CITY's** expenditures related to the Engineering Inspector position, including salary and benefits paid to the Engineering Inspector. The monthly report shall detail the Engineering Inspector's hours of work, actual work assignments and activities, including, but not limited to, inspections performed, plans reviewed, and other related work tasks. The monthly report shall be provided to the **CRA's** Executive Director no later than fifteen (15) days after the end of each month. 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 Engineering Inspector's performance.

8. 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 Engineering Inspector position in the **CRA's** budget for the following year, or terminate the Agreement.

9. This Interlocal Agreement shall be filed pursuant to the requirements of section 163.01(11), Florida Statutes.

10. **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:

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

10.2 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.

10.3 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**.

10.4 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**.

10.5 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**

11. **INSPECTOR GENERAL.** The **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.

12. Governing Law and 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.

13. 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.

14. 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.

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

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

[Remainder of Page Intentionally Left Blank]

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
CITY CLERK

By: _____
CARY GLICKSTEIN, MAYOR

Approved as to Form:

By: _____
R. MAX LOHMAN, CITY ATTORNEY

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
JEFFREY COSTELLO
EXECUTIVE DIRECTOR

By: _____
ANNETTE GRAY, CHAIR

(SEAL)

STATE OF FLORIDA
COUNTY OF Palmer Beach

The foregoing instrument was acknowledged before me this 28 day of September, 2017, by Annette Gray, as Chair (name of officer or agent, title of officer or agent), of DeRay CRA Board (name of corporation acknowledging), a FL (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.

Krista Flowers Walker
Notary Public – State of Florida

My Commission Expires:



Krista Flowers Walker
Commission # GG032277
Expires: September 21, 2020
Bonded thru Aaron Notary