

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
FIRE PREVENTION AND LIFE SAFETY CAPTAIN POSITION**

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**").

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 a more robust fire prevention and fire safety inspection program within the Community Redevelopment Area; and

WHEREAS, the **CITY** and the **CRA** find that by having a Fire Prevention and Life Safety Captain position funded by the **CRA**, that the **CITY** will be able to provide more responsive fire prevention and life safety inspections for structures being constructed, as well as existing structures within the Community Redevelopment Area; and

WHEREAS, the **CRA** desires to provide funding to cover the cost of the Fire Prevention and Life Safety Captain that will be assigned to address fire safety and fire prevention matters within the Community Redevelopment Area; and

WHEREAS, through the use of a designated Fire Prevention and Life Safety Captain, the **CITY** and the **CRA** find that issues related to building code violations, and fire and safety hazards 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) Fire Prevention and Life Safety Captain that will be assigned to address fire prevention and life safety issues within the City's Community Redevelopment Area, as well other areas within the **CRA** District, on an as needed basis.
3. 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**.
4. The term of this Agreement shall commence October 1, 2018 and terminate on September 30, 2019. 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. Subject to annual budgeting and appropriation, the **CITY** and **CRA** agree that this agreement shall renew on an annual basis if the **CRA** includes the funding for the Fire Prevention and Life Safety Captain in its annual budget.
5. The **CRA** shall pay one hundred percent (100%) of the actual cost of the Fire Prevention and Life Safety Captain position up to a maximum amount of One Hundred Eighty-Four Thousand Sixty One and 00/100 Dollars (\$184,061.00). The **CRA** shall pay its share of the cost of the Fire Prevention and Life Safety Captain 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 Fire Captain.

6. The **CITY** shall provide the **CRA** with quarterly reports documenting the **CITY's** expenditures related to the Fire Prevention and Life Safety Captain position, including salary and benefits paid to the Fire Prevention and Life Safety Captain. The quarterly report shall detail the Fire Prevention and Life Safety Captain's hours of work, actual work assignments and activities, including, but not limited to, inspections performed, plans reviewed, and other related work tasks. 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 Fire Prevention and Life Safety Captain'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 Fire Prevention and Life Safety Captain 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. 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:

9.1 Keep and maintain all records that ordinarily and necessarily would be required by the CITY to perform the service.

9.2 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.

9.3 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.

9.4 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.

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.

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 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

10. 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.

11. 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.

12. 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. 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.

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

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

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ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

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