INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE
OFFICE OF ECONOMIC DEVELOPMENT, DIRECTOR AND MANAGER POSITIONS

THIS AGREEMENT is made this _____ day of _____, 2019 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 of the City's economic development initiatives throughout the City and within the Community Redevelopment Area; and

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

WHEREAS, the CRA desires to provide funding to aid in the cost of Director and Manager positions for the Office of Economic Development (the "Director and Manager Positions") that will be assigned to the economic development efforts of the CRA; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the Community 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 term of this Agreement shall commence October 1, 2019 and terminate on September 30, 2020. 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.

3. **Establishment of the Economic Development Director and Economic Development Manager Positions.** The CRA and the City, pursuant to the terms and conditions contained herein agree to contribute funds in order to provide for the establishment and maintenance of the Economic Development Director position, hereinafter referred to as the "Director," and the Economic Development Manager position, hereinafter referred to as the "Manager". The Director and Manager shall be employed by the City; however, the CRA's Executive Director shall have input with respect to the selection of the Director should a Director be hired 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.

4. **Report to the City Manager.** The Director and Manager Positions shall report directly to the City Manager, or their authorized designee.

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

a. **Duties with respect to the City.** The Director shall report to the City Manager of the City of Delray Beach, and shall formulate, recommend, and carry out policies and programs specific to the overall economic development of the City, including policies relative to business and workforce development, business recruitment and retention, and business enhancement strategies and programs–. 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 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 include staffing, marketing, incentive funds and other associated expenses. The City, 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 and Manager.

b. **Duties with respect to the CRA.** The Director shall report to the CRA's Executive Director, and shall formulate, recommend, and carry out policies relative to business and workforce development, business recruitment and retention, and business enhancement strategies and programs within the Community Redevelopment Area. The Manager shall report monthly to the Director and carry out business recruitment, retention and expansion strategies as directed within the Community Redevelopment Area.

6. **Director's Duties and Responsibilities.** The duties and responsibilities of the Director shall be to formulate, recommend, and carry out policies relative to business and workforce development, business recruitment and retention, and business enhancement strategies within the Community 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.

7. **Manager's Duties and Responsibilities.** The duties and responsibilities of the Manager shall be to carry out policies relative to business and workforce development, business recruitment and retention, and business enhancement strategies within the Community 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 Community Redevelopment Plan.

8. **Payments for Funding the Economic Development Positions.**

8.1 **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 CRA shall pay to the

City 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 Six Thousand Dollars ($106,000.00) per year and the Manager's salary shall not exceed Eight-Six Thousand Dollars ($86,000.00) 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.

8.2 **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.

9. **Reporting Requirements.**

9.1 **Quarterly Reports.** The City shall provide the CRA with quarterly reports documenting the City's expenditures related to the Director and Manager Positions, including salary, benefits paid, and miscellaneous expenses. The quarterly report shall

be provided to the CRA's Executive Director no later than January 31, 2020, April 30, 2020, July 31, 2020 and October 31, 2020. 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 Director and Manager Positions.

9.2 **Annual Funding Renewal.** 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 positions. Following receipt of the notice from the City, the CRA's Executive Director shall advise the City whether the CRA will fund the Director and Manager positions for the Office of Economic Development in the CRA's budget for the following year, or terminate the Agreement.

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

11. PUBLIC RECORDS. City and CRA are public agencies subject to Chapter 119, Florida Statutes. The City and CRA shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, City and CRA agree to:

11.1 Keep and maintain all records required by the City and CRA to perform the service.

11.2 Upon request from the City or CRA's custodian of public records, provide the City or CRA 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.

11.3 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 City or CRA does not transfer the records to the City or CRA.

11.4 Upon the termination of the contract, the City shall transfer, at no cost to the CRA, all public records in possession of the City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA. All records shall be transferred to the CRA prior to final payment being made by the CRA.

11.5 If City does not comply with this section, the CRA shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

561-243-7050
CITYCLERK@MYDELRAYBEACH.COM

12. 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.

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.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

_____
City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form and
Legal Sufficiency:

_____
City Attorney

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shelly Petrolia, Chair

ATTEST:

_____
Jeff Costello, Executive Director

I HEREBY APPROVE THIS
AGREEMENT AS TO FORM:

_____
General Counsel