

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between the LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY (hereafter "CRA") and the CITY OF LAKE WORTH, a municipal corporation organized under the laws of the State of Florida, (hereafter City).

### WITNESSETH:

WHEREAS, the CRA desires to contract with the City for additional code compliance services within the Community Redevelopment Area (hereafter "Area") to improve the safety of residents and address code compliance deficiencies (e.g., slum, blight, land use conflicts); and

WHEREAS, the City is desirous of assisting the CRA in achieving improved code compliance within the Area; and

WHEREAS the CRA is desirous of funding the above referenced additional code compliance services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein;
2. The City shall employ an additional code compliance inspector (hereafter "Inspector" or "inspector");
3. Said inspector shall provide code compliance services within the Area and may not be assigned outside of the Area;
4. Said inspector shall be an employee of the City with all obligations, rights and privileges appertaining thereto;
5. Said inspector shall be a City employee who is assigned to the City's Code Compliance Division and shall be integrated therein for all purposes (e.g., evaluation, supervision, discipline) as any other City employee so assigned;

6. Said inspector shall be subject to the body of City law (e.g., statutes, rules, regulations, resolutions) presently or hereinafter adopted.

7. The CRA Executive Director shall be consulted concerning matters delineated in paragraph 5 above;

8. The City shall provide supplemental code compliance services within the Area as presently defined or as subsequently altered as determined necessary by the City Manager or delegee in consultation with the CRA Executive Director;

9. The CRA shall on a quarterly basis, not later than thirty (30) calendar days after the last day of the quarter, reimburse the City for all costs associated with the employment of the referenced code compliance inspector as invoiced by the Finance Department. Said reimbursement shall include but not be limited to personnel costs (e.g., salary, benefits and associated taxes), capital requirements (e.g., vehicle), equipment (e.g., computers) and supplies (e.g., uniforms, badges). For fiscal year 2006-2007 reimbursement by the CRA shall not exceed forty (40) thousand dollars. Annual maximum reimbursement thereafter shall be made in a mutually agreed upon amount to be determined by the City Manager or delegee and the CRA Executive Director. All property as provided by this agreement which shall be purchased shall become the property of the City. The City shall be responsible for maintenance or modification thereof and shall be reimbursed for same by the CRA as noted in this paragraph. The CRA shall not be responsible for damage to said property caused by the negligence or intentional acts by the Area inspector.

11. The City Manager or delegee shall ensure the following:

a. That Area compliance, reporting and evaluation data as is typically provided by code compliance inspectors shall on a monthly basis be provided to the CRA Executive Director.

b. That the City Manager or delegee shall meet on a regular basis, at a minimum quarterly, with the CRA leadership and management representatives to evaluate enforcement, compliance, and prevention efforts, and discuss code related priorities.

c. That the City Manager or delegee thereof shall as necessary also be available to meet with Area civic groups, CRA Board meetings, and like similar meetings.

12. This agreement shall commence on the effective date and end on September 30, 2007, subject to annual renewal by mutual agreement of the parties. Renewal of this agreement shall be effected not later than September 30

annually or shall expire thereon. The agreement may be terminated by either party with sixty (60) calendar days written notice. Termination notice shall be mailed certified mail, hand delivered and receipted therefore or faxed respectively to:

City Manager  
City of Lake Worth  
7 N. Dixie Highway  
Lake Worth, FL 33460

CRA Executive Director  
Lake Worth CRA  
7 N. Dixie Highway  
Lake Worth, FL 33460

13. The agreement shall consist of this Agreement and any subsequent written addenda thereto agreed to by the parties which is executed with the same dignity herewith.

14. If any provision of this agreement or application thereof shall be held invalid or unenforceable it shall not affect the validity or enforceability of the remainder of this agreement which shall remain in full force and effect to the fullest extent permitted by law.

15. Each person signing this agreement individually warrants that he or she has full legal authority to execute this agreement and bind and obligate such party for whom he or she is signing.

17. This agreement shall be governed by the laws of the State of Florida, venue lying in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed, on the day and year first above written.

LAKE WORTH CRA

CITY OF LAKE WORTH  
A municipal corporation

\_\_\_\_\_  
By: Jeff Clemens, CRA Chair

\_\_\_\_\_  
By: Marc J. Drautz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

\_\_\_\_\_  
G. Allan Sirmans, Director, Human  
Resources/Labor Attorney