

INTERLOCAL AGREEMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY,
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL

This Interlocal Agreement is entered in this 13 day of August, 2019 by and between Delray Beach Community Redevelopment Agency (herein referred to as "CRA"), and Treasure Coast Regional Planning Council (herein referred to as "Council"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

Whereas, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, the City Commission of the City of Delray Beach has found and declared an area of the City of Delray Beach to be slum and blighted, the area hereinafter referred to as the "CRA Area;" and

Whereas, pursuant to the provisions of Chapter 163, Part III, Florida Statutes, the City and CRA have adopted a community redevelopment plan, and subsequent amendments to the community redevelopment plan (the "Plan"); and

Whereas, the goal of the Plan is to create a framework that will facilitate development and investment in private land as well as in public infrastructure, preserve the city's heritage, enhance its livability and sense of unity and maintain its design quality, both architectural and urban in a manner that achieves several stated objectives, one of which is "To create building forms of a character and scale that reinforce the Citizen's vision of a 'City of urban amenities with a small town feeling'"; and

Whereas, the CRA and the Council desire to enter into an agreement to facilitate the preparation and adoption of an amendment to the Plan; and

Whereas, amending the Plan to further the goals and objectives to eliminate slum and blight within the community redevelopment area is consistent with the provisions of Chapter 163, Part III,

Florida Statutes, serves a municipal and public purpose, and is in the best interest of the citizens of the City of Delray Beach, Florida.

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is for the CRA to contract with the Council to assist the CRA in the development of amendments to the Plan.
- B. The CRA and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Council shall fully perform the obligations identified in Scope of Work as identified in Attachment "A" of this Agreement to the satisfaction of the CRA.
- C. The CRA and Council agree to be governed by applicable State and Federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The CRA agrees to:
 - 1. Assist in the development of documents designed to amend the Community Redevelopment Plan; and
 - 2. Process all requests for payment in a timely manner

SECTION 3. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the CRA, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. CRA shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Palm Beach County, State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the CRA:

CRA Executive Director – Renee Jadusingh
20 North Swinton Avenue, Delray Beach, FL 33444

CRA Attorney – David N. Tolces
3099 E Commercial Blvd., #200, Fort Lauderdale, FL 33308

For The Council:

Thomas J. Lanahan – As Its Executive Director
421 SW Camden Avenue, Stuart, FL 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the CRA agrees to pay the Council a fixed fee not to exceed Sixty Four Thousand Five Hundred and 00/100 dollars (\$64,500), including travel, out-of-pocket expenses (printing and reproduction costs), film processing, mail, couriers and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, as accepted by the CRA and submission of an invoice to the CRA, shall be considered the Council's request for payment according to the schedule contained in Attachment A. The CRA shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 13. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the CRA or the Council.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The CRA and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, creed, political affiliation, age, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the CRA Board of Commissioners, and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Treasure Coast Regional Planning Council, and the CRA and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 18. PUBLIC RECORDS.

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Council shall:

- A. Keep and maintain public records required by the CRA to perform the service.
- B. Upon request from the CRA's custodian of public records, provide the 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 Council does not transfer the records to the CRA.
- D. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of the Council or keep and maintain public records required by the CRA to perform the service. If the Council transfers all public records to the CRA upon completion of the contract, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the contract, the Council 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 public CRA.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**KRISTA WALKER
561-276-8640
WALKERK@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

The failure of Council to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: _____

Renee Jadusingh
Executive Director

**Delray Beach Community
Redevelopment Agency**

By: _____

Shelly Petrolia
CRA Board Chair

Approved as to form:

By: _____

David N. Tolces
CRA Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____

Phyllis Castro
Accounting Manager

By: _____

Thomas J. Lanahan
As its Executive Director

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**Delray Beach Community
Redevelopment Agency**

By: _____
Renee Jadusingh
Executive Director

By: _____
Shelly Petrolia
CRA Board Chair

Approved as to form:

By: _____
David N. Tolces
CRA Attorney

ATTEST:

Treasure Coast Regional Planning Council

By:  _____
Phyllis Castro
Accounting Manager

By:  _____
Thomas J. Lanahan
As its Executive Director

ATTACHMENT A

SCOPE OF SERVICES

FOR PLANNING ASSISTANCE REGARDING THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY CRA PLAN UPDATE

AUGUST 1, 2019

PROJECT DESCRIPTION

The Delray Beach Community Redevelopment Agency (CRA) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to conduct public outreach and develop an update to the CRA Plan. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, economic, and physical conditions in the CRA;
- Conduct a structured series of public input activities, including stakeholder interviews, public workshops, and presentations to the CRA Board and City Commission;
- Utilize budget, revenue, and capital project data as provided by the CRA;
- Provide an updated demographic and economic profile and market/development potentials by land use; and
- Develop a comprehensive update to the CRA Plan.

SCOPE OF SERVICES

Task 1: Staff Work Session One (Project Kickoff) and Due Diligence

Project Meetings

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the CRA Plan Update. The purpose of Staff Work Session One will be to clarify the project schedule and goals; gather background data; review CRA projects, programs, sub-districts, and potential catalytic sites; and refine the project schedule as needed. The CRA will provide all budget, tax increment financing and other revenue, and capital project costs and priorities as needed for the CRA Plan Update. Additional staff work sessions will be scheduled through the course of the project to maintain clarity and consistency among all team members of the project mission and goals.

Staff Work Session One will be scheduled with the CRA staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Due Diligence

Base Documentation

TCRPC will develop, with assistance from the CRA and City, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, and other data as appropriate.

Field Work

TCRPC will conduct field work and site visits to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with CRA and City staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Review of Trends and Forecasts

TCRPC will review CRA projects and programs to assess their performance, benefits, and challenges. TCRPC will also review relevant development activity within the CRA, including historic, current, and projected development projects. All necessary data for this review will be provided by the CRA. This work will also include an updated overview of the CRA's demographic characteristics, economic profile and real estate conditions, and a summary of market/development potentials by land use (e.g., residential, workplace/office, retail, hospitality/lodging, industrial).

Task 1 Deliverables

Specific deliverables will include:

1. Updated Project Schedule
2. Facilitation of Staff Work Session One
3. Work Session One Agenda, Sign-in Sheet, and Meeting Notes
4. Project Memorandum #1, including
 - a. Field Photos
 - b. Base Map for CRA Plan Update
 - c. Assessment of Redevelopment Conditions, Projects and Programs
 - d. Summary of Market Overview Data and Initial Findings

Task 2: Stakeholder Interviews and Staff Work Session Two

Stakeholder Interviews

To further inform the CRA Plan Update, TCRPC will conduct up to twenty stakeholder interviews in a location provided by the CRA. The interviews will be designed to further inform the TCRPC team as to the opportunities and challenges in the redevelopment area. Interviewees are anticipated to include members of the CRA Board, CRA and City staff, property owners, investors, and residents within the CRA. CRA staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics and facilitation.

Staff Work Session Two

General findings from the interviews will be reviewed with CRA staff in Staff Work Session Two as well as logistics and details related to Workshops 1A and 1B as described below.

Task 2 Deliverables

Specific deliverables will include:

1. Completion of Stakeholder Interviews
2. Facilitation of Staff Work Session Two
3. Work Session Two Agenda, Sign-in Sheet, and Meeting Notes

Task 3: Public Workshops 1A and 1B

In order to gain public input and provide opportunity for public involvement and engagement, TCRPC will conduct two facilitated public workshops to present an overview of historic, current, and projected conditions in the CRA, performance of projects and programs, and preliminary findings. Each workshop will utilize the same format and presentation, but the workshops will be held in two different locations to broaden public participation and be open to all who are interested. The workshops will include an opening presentation summarizing the due diligence findings, redevelopment trends, demographic and economic overview, market/development potentials, opportunities, and challenges. Following the opening presentation, TCRPC facilitators will assist participants to generate public input and record ideas.

The CRA will provide the workshop venues, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 3 Deliverables

1. Completion of Public Workshops 1A and 1B
2. Project Memorandum #2, including
 - a. Overview Presentation and Documentation
 - b. Summary of Public Input

Task 4: Draft CRA Plan Update & Staff Work Session Three

TCRPC will consider due diligence, public input, market and economic analysis, and other data as appropriate to develop a draft CRA Plan Update. The Update is anticipated to include modifications as needed for existing as well as new programs and projects to address the needs of the CRA. The CRA Plan Update will include recommended prioritization for the implementation of projects and programs. As appropriate, the CRA Plan Update will include the identification of CRA sub-districts, catalytic sites, and specific strategies for their redevelopment.

The CRA will provide financial data related to tax increment financing (TIF) and other CRA revenues, including historic TIF revenues, current values and TIF revenues, and CRA TIF and other revenue forecasts for consideration in the Plan Update. The CRA will also provide an inventory of historic, planned, and projected capital projects, land acquisition, and CRA projects and programs.

The draft CRA Plan Update will be reviewed with staff in Staff Work Session Three.

Task 4 Deliverables

Specific deliverables will include:

1. Draft CRA Plan Update, including
 - a. Assessment of Redevelopment Conditions and Trends
 - b. Recommended Revisions to Projects and Programs
 - c. Identification of Capital Improvement Projects (as provided by CRA)
 - d. Revenue Forecasts (as provided by CRA)
 - e. Recommended Implementation Activities and Timeframe
2. Facilitation of Staff Work Session Three
3. Work Session Three Agenda, Sign-in Sheet, and Meeting Notes

Task 5: Public Workshops 2A and 2B

TCRPC will conduct a second series of facilitated public workshops to present the findings and recommendations for the draft CRA Plan Update, including projects, programs, capital and other projects, and implementation strategies. Like the two workshops described in Task 3, the two workshops in this task will each contain the same format and presentation materials, but they will be provided in two separate venues to broaden public participation. The workshops will be designed to gather additional public input and will be open to all who are interested. The workshops will include an opening presentation summarizing the findings and recommendations contained in the draft CRA Plan Update, redevelopment trends, opportunities, challenges, and recommended redevelopment approach. The presentation will include an overview of recommended CRA special districts, catalytic sites, and specific strategies for their redevelopment. The CRA will provide the venues for the workshops, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 5 Deliverables

Specific deliverables will include:

1. Completion of Public Workshops 2A and 2B
2. Summary Workshop Presentation
3. Summary of Public Input

Task 6: Presentation of Draft CRA Plan Update to CRA Board

Working with CRA staff, TCRPC will prepare and present an overview of the draft CRA Plan Update to the CRA Board. The presentation will include a power point presentation summarizing the due diligence findings, public input, overview of existing and projected conditions, demographic and economic overview, market/development potentials, and recommended projects, programs, capital improvements, and implementation approach.

Task 6 Deliverables

Specific deliverables will include:

1. Overview Presentation
2. Summary of Input received from CRA Board

Task 7: Final CRA Plan Update and Staff Work Session Four

TCRPC will incorporate edits and revisions as identified by the CRA Board and CRA staff and develop a final CRA Plan Update, which will include projects, programs, identification of capital projects, and implementation approach. The final CRA Plan Update will be reviewed with staff in Staff Work Session Four.

Task 7 Deliverables

Specific deliverables will include:

1. Final CRA Plan Update, including
 - a. Recommended Revisions to Projects and Programs
 - b. Identification of Capital Improvement Projects, Land Acquisition, and other Expenditures (as provided by CRA)
 - c. Revenue Forecasts (as provided by CRA)
 - d. Recommended Implementation Activities and Timeframe
2. Facilitation of Staff Work Session Four
3. Work Session Four Agenda, Sign-in Sheet, and Meeting Notes

Task 8: Presentations of Final CRA Plan Update to CRA Board and City Commission

Working with CRA staff, TCRPC will prepare and present an overview of the final CRA Plan Update to the CRA Board and City Commission. The presentations will include a power point presentation summarizing the due diligence findings, public input, overview of existing and projected conditions, and recommended projects, programs, capital improvements, and implementation approach.

Task 8 Deliverables

Specific deliverables will include:

1. Power point Presentations
2. Summary of Revisions Pursuant to Public Input received from CRA Board and City Commission

DELIVERABLES

DELIVERABLE	FORMAT
Project Memoranda Agendas and Meeting Notes from Staff Work Sessions	Two electronic copies, MS Word & PDF formats
Public Workshop Presentations	Two electronic copies, Power Point & PDF formats
Draft CRA Plan Update	One electronic copy, PDF format
Final CRA Plan Update	One electronic copy, PDF format

FEES AND REIMBURSABLE EXPENSES

Professional services described in this scope of services will be performed for a fixed fee of **\$64,500**. Estimated costs per task are included as Attachment C. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the professional services.

Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Execution of the Interlocal Agreement	10%	\$6,450
Completion of Stakeholder Interviews	25%	\$16,125
Completion of Public Workshops 1A and 1B	30%	\$19,350
Transmittal of Draft CRA Plan Update	25%	\$16,125
Transmittal of Final CRA Plan Update	10%	\$6,450
Total Fee	100%	\$64,500

ANTICIPATED SCHEDULE

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in August of 2019, is included as Attachment B.

ATTACHMENT B **ANTICIPATED SCHEDULE**

DELRAY BEACH CRA ~ CRA PLAN UPDATE TASKS & ANTICIPATED SCHEDULE		2019				2020												
		Q3		Q4		Q1			Q2			Q3			Q4			
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
1	Staff Work Session One, Due Diligence & Market/Economic Overview																	
2	Stakeholder Interviews & Staff Work Session Two																	
3	Delray Beach CRA - Public Workshops 1A & 1B - Review of Conditions																	
4	Develop Draft Amendments to CRA Plan & Staff Work Session Three																	
5	Delray Beach CRA - Workshops 2A & 2B - Presentation of Draft CRA Plan Update																	
6	Presentation of Draft CRA Plan Update to CRA Board																	
7	Develop Final CRA Plan Update & Staff Work Session Four																	
8	Presentations of Final CRA Plan Update to CRA Board & City Commission																	

**ATTACHMENT C
PROJECT COST ESTIMATE**

DELRAY BEACH CRA ~ CRA PLAN UPDATE		
<i>TASKS & COSTS PER TASK</i>		
1	Staff Work Session One, Due Diligence & Market/Economic Overview	\$11,600
2	Stakeholder Interviews & Staff Work Session Two	\$9,100
3	Delray Beach CRA - Public Workshops 1A & 1B - Review of Conditions	\$12,500
4	Develop Draft Amendments to CRA Plan & Staff Work Session Three	\$9,500
5	Delray Beach CRA - Workshops 2A & 2B - Presentation of Draft CRA Plan Update	\$7,300
6	Presentation of Draft CRA Plan Update to CRA Board	\$3,000
7	Develop Final CRA Plan Update & Staff Work Session Four	\$7,800
8	Presentations of Final CRA Plan Update to CRA Board & City Commission	\$3,700
TOTAL		\$64,500

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE
TREASURE COAST REGIONAL PLANNING COUNCIL**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT ("First Amendment") is made and entered into as of the 23 day of JUNE, 2020, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **TREASURE COAST REGIONAL PLANNING COUNCIL**, a public agency created pursuant to Chapter 163, Part I, Florida Statutes, (hereinafter referred to as "Council").

RECITALS

WHEREAS, the CRA and Council previously entered into an Interlocal Agreement, dated August 13, 2019, to provide services for the preparation of an amendment to the CRA's Community Redevelopment Plan ("Original Agreement"); and

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order 20-52 declaring a State of Emergency due to the COVID-19 Coronavirus Pandemic. This was followed by Executive Order 20-83 issued on March 24, 2020, encouraging all Floridians to limit gatherings of 10 or more people; which in turn was followed by Executive Order 20-9 issued on April 1, 2020, which limited activities to essential services only on a statewide basis; and

WHEREAS, the parties wish to amend the Original Agreement to allow Council to adjust a portion of the scope and the project timeframe, as further described below; and

WHEREAS, in accordance with Section 2, "General Terms and Conditions," of the Original Agreement, the Original Agreement may be modified as requested by either party through a written amendment executed by both parties; and

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Amendment. The parties hereby amend the Original Agreement, including Attachments "A", "B", and "C", as attached hereto and incorporated herein.

2.1 Attachment A. The parties hereby amend the Scope of Services, as shown in the attached revised Attachment "A", to provide that the Council shall make Task 5

optional and contingent on the ability to hold in-person community workshops in light of the impacts and restrictions related to the COVID-19 Coronavirus Pandemic. In addition, the CRA's obligation to make payment towards Task 5 shall be contingent on the parties' holding Public Workshops 2A and 2B, as further described in Task 5 of Attachment "A" of this First Amendment.

2.2 Attachment B. The parties hereby amend the Anticipated Schedule, as shown in the attached revised Attachment "B", to extend project completion from June 2020 to September 2021 due to delays related to the COVID-19 Coronavirus Pandemic.

2.3 Attachment C. The parties hereby amend the Project Cost Estimate, as shown in the attached revised Attachment "C", to reflect the revisions stated in this First Amendment.

3. Entire Agreement. The CRA and Council agree that this First Amendment and the Original Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Original Agreement including this First Amendment may be added to, modified, superseded, or otherwise altered, except by written instrument executed by both of the parties hereto.

4. Legal Effect. This First Amendment shall not become binding and effective until approved by the CRA Board of Commissioners and the Executive Director of the Council. The Effective Date is the date this Amendment is last executed as indicated above.

5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this First Amendment.

6. Existing Provisions. Except for the provisions of the Original Agreement specifically modified by this First Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

[THIS SECTION IS LEFT INTENTIONALLY BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Shelly Petrolia, CRA Board Chair


ATTEST:


Renée A. Jadusingh, Esq.,
CRA Executive Director


APPROVED TO FORM:


CRA General Counsel

TREASURE COAST REGIONAL
PLANNING COUNCIL

By: 
Thomas J. Lanahan
Executive Director

ATTEST

By: 
Phyllis Castro
Accounting Manager

ATTACHMENT A
AMENDED SCOPE OF SERVICES
FOR PLANNING ASSISTANCE REGARDING
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
CRA PLAN UPDATE

JUNE 17, 2020

PROJECT DESCRIPTION

The Delray Beach Community Redevelopment Agency (CRA) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to conduct public outreach and develop an update to the CRA Plan. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, economic, and physical conditions in the CRA;
- Conduct a structured series of public input activities, including stakeholder interviews, public workshops, and presentations to the CRA Board and City Commission;
- Utilize budget, revenue, and capital project data as provided by the CRA;
- Provide an updated demographic and economic profile and market/development potentials by land use; and
- Develop a comprehensive update to the CRA Plan.

SCOPE OF SERVICES

Task 1: Staff Work Session One (Project Kickoff) and Due Diligence

Project Meetings

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the CRA Plan Update. The purpose of Staff Work Session One will be to clarify the project schedule and goals; gather background data; review CRA projects, programs, sub-districts, and potential catalytic sites; and refine the project schedule as needed. The CRA will provide all budget, tax increment financing and other revenue, and capital project costs and priorities as needed for the CRA Plan Update. Additional staff work sessions will be scheduled through the course of the project to maintain clarity and consistency among all team members of the project mission and goals.

Staff Work Session One will be scheduled with the CRA staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Due Diligence

Base Documentation

TCRPC will develop, with assistance from the CRA and City, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, and other data as appropriate.

Field Work

TCRPC will conduct field work and site visits to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with CRA and City staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Review of Trends and Forecasts

TCRPC will review CRA projects and programs to assess their performance, benefits, and challenges. TCRPC will also review relevant development activity within the CRA, including historic, current, and projected development projects. All necessary data for this review will be provided by the CRA. This work will also include an updated overview of the CRA's demographic characteristics, economic profile and real estate conditions, and a summary of market/development potentials by land use (e.g., residential, workplace/office, retail, hospitality/lodging, industrial).

Task 1 Deliverables

Specific deliverables will include:

1. Updated Project Schedule
2. Facilitation of Staff Work Session One
3. Work Session One Agenda, Sign-in Sheet, and Meeting Notes
4. Project Memorandum #1, including
 - a. Field Photos
 - b. Base Map for CRA Plan Update
 - c. Assessment of Redevelopment Conditions, Projects and Programs
 - d. Summary of Market Overview Data and Initial Findings

Task 2: Stakeholder Interviews and Staff Work Session Two

Stakeholder Interviews

To further inform the CRA Plan Update, TCRPC will conduct up to twenty stakeholder interviews in a location provided by the CRA. The interviews will be designed to further inform the TCRPC team as to the opportunities and challenges in the redevelopment area. Interviewees are anticipated to include members of the CRA Board, CRA and City staff, property owners, investors, and residents within the CRA. CRA staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics and facilitation.

Staff Work Session Two

General findings from the interviews will be reviewed with CRA staff in Staff Work Session Two as well as logistics and details related to Workshops 1A and 1B as described below.

Task 2 Deliverables

Specific deliverables will include:

1. Completion of Stakeholder Interviews
2. Facilitation of Staff Work Session Two
3. Work Session Two Agenda, Sign-in Sheet, and Meeting Notes

Task 3: Public Workshops 1A and 1B

In order to gain public input and provide opportunity for public involvement and engagement, TCRPC will conduct two facilitated public workshops to present an overview of historic, current, and projected conditions in the CRA, performance of projects and programs, and preliminary findings. Each workshop will utilize the same format and presentation, but the workshops will be held in two different locations to broaden public participation and be open to all who are interested. The workshops will include an opening presentation summarizing the due diligence findings, redevelopment trends, demographic and economic overview, market/development potentials, opportunities, and challenges. Following the opening presentation, TCRPC facilitators will assist participants to generate public input and record ideas.

The CRA will provide the workshop venues, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 3 Deliverables

1. Completion of Public Workshops 1A and 1B
2. Project Memorandum #2, including
 - a. Overview Presentation and Documentation
 - b. Summary of Public Input

Task 4: Draft CRA Plan Update & Staff Work Session Three

TCRPC will consider due diligence, public input, market and economic analysis, and other data as appropriate to develop a draft CRA Plan Update. The Update is anticipated to include modifications as needed for existing as well as new programs and projects to address the needs of the CRA. The CRA Plan Update will include recommended prioritization for the implementation of projects and programs. As appropriate, the CRA Plan Update will include the identification of CRA sub-districts, catalytic sites, and specific strategies for their redevelopment.

The CRA will provide financial data related to tax increment financing (TIF) and other CRA revenues, including historic TIF revenues, current values and TIF revenues, and CRA TIF and other revenue forecasts for consideration in the Plan Update. The CRA will also provide an inventory of historic, planned, and projected capital projects, land acquisition, and CRA projects and programs.

The draft CRA Plan Update will be reviewed with staff in Staff Work Session Three.

Task 4 Deliverables

Specific deliverables will include:

1. Draft CRA Plan Update, including
 - a. Assessment of Redevelopment Conditions and Trends
 - b. Recommended Revisions to Projects and Programs
 - c. Identification of Capital Improvement Projects (as provided by CRA)
 - d. Revenue Forecasts (as provided by CRA)
 - e. Recommended Implementation Activities and Timeframe
2. Facilitation of Staff Work Session Three
3. Work Session Three Agenda, Sign-in Sheet, and Meeting Notes

Task 5: Public Workshops 2A and 2B (Optional)

TCRPC, at the direction of the CRA, will conduct a second series of facilitated public workshops to present the findings and recommendations for the draft CRA Plan Update, including projects, programs, capital and other projects, and implementation strategies. Like the two workshops described in Task 3, the two workshops in this task will each contain the same format and presentation materials, but they will be provided in two separate venues to broaden public participation. The workshops will be designed to gather additional public input and will be open to all who are interested. The workshops will include an opening presentation summarizing the findings and recommendations contained in the draft CRA Plan Update, redevelopment trends, opportunities, challenges, and recommended redevelopment approach. The presentation will include an overview of recommended CRA special districts, catalytic sites, and specific strategies for their redevelopment. The CRA will provide the venues for the workshops, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 5 Deliverables

Specific deliverables will include:

1. Completion of Public Workshops 2A and 2B
2. Summary Workshop Presentation
3. Summary of Public Input

Task 6: Presentation of Draft CRA Plan Update to CRA Board

Working with CRA staff, TCRPC will prepare and present an overview of the draft CRA Plan Update to the CRA Board. The presentation will include a power point presentation summarizing the due diligence findings, public input, overview of existing and projected conditions, demographic and economic overview, market/development potentials, and recommended projects, programs, capital improvements, and implementation approach.

Task 6 Deliverables

Specific deliverables will include:

1. Overview Presentation
2. Summary of Input received from CRA Board

Task 7: Final CRA Plan Update and Staff Work Session Four

TCRPC will incorporate edits and revisions as identified by the CRA Board and CRA staff and develop a final CRA Plan Update, which will include projects, programs, identification of capital projects, and implementation approach. The final CRA Plan Update will be reviewed with staff in Staff Work Session Four.

Task 7 Deliverables

Specific deliverables will include:

1. Final CRA Plan Update, including
 - a. Recommended Revisions to Projects and Programs
 - b. Identification of Capital Improvement Projects, Land Acquisition, and other Expenditures (as provided by CRA)
 - c. Revenue Forecasts (as provided by CRA)
 - d. Recommended Implementation Activities and Timeframe
2. Facilitation of Staff Work Session Four
3. Work Session Four Agenda, Sign-in Sheet, and Meeting Notes

Task 8: Presentations of Final CRA Plan Update to CRA Board and City Commission

Working with CRA staff, TCRPC will prepare and present an overview of the final CRA Plan Update to the CRA Board and City Commission. The presentations will include a power point presentation summarizing the due diligence findings, public input, overview of existing and projected conditions, and recommended projects, programs, capital improvements, and implementation approach.

Task 8 Deliverables

Specific deliverables will include:

1. Power point Presentations
2. Summary of Revisions Pursuant to Public Input received from CRA Board and City Commission

DELIVERABLES

DELIVERABLE	FORMAT
Project Memoranda Agendas and Meeting Notes from Staff Work Sessions	Two electronic copies, MS Word & PDF formats
Public Workshop Presentations	Two electronic copies, Power Point & PDF formats
Draft CRA Plan Update	One electronic copy, PDF format
Final CRA Plan Update	One electronic copy, PDF format

FEES AND REIMBURSABLE EXPENSES

Professional services described in this scope of services will be performed for a fixed fee of **\$64,500**. Estimated costs per task are included as Attachment C. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the professional services.

Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Execution of the Interlocal Agreement	10%	\$6,450
Completion of Stakeholder Interviews	25%	\$16,125
Completion of Public Workshops 1A and 1B	30%	\$19,350
Transmittal of Draft CRA Plan Update	25%	\$16,125
Transmittal of Final CRA Plan Update	10%	\$6,450
<i>Total Fee</i>	100%	\$64,500

ANTICIPATED SCHEDULE

An anticipated project schedule, contingent upon execution of the First Amendment to the Interlocal Agreement in June of 2020, is included as Attachment B.

ATTACHMENT B **AMENDED ANTICIPATED SCHEDULE**

DELRAY BEACH CRA ~ CRA PLAN UPDATE FIRST AMENDMENT TASKS & ANTICIPATED SCHEDULE	2019				2020								2021																
	Q3		Q4		Q1		Q2		Q3		Q4		Q1		Q2		Q3		Q4										
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1 Staff Work Session One, Due Diligence & Market / Economic Overview																													
2 Stakeholder Interviews & Staff Work Session Two																													
3 Public Workshops 1A & 1B - Review of Conditions																													
Pause due to COVID-19 Coronavirus Pandemic																													
4 Develop Draft Amendments to CRA Plan & Staff Work Session Three																													
5 Public Workshops 2A & 2B - Presentation of Draft CRA Plan Update																													
6 Presentation of Draft CRA Plan Update to CRA Board																													
7 Develop Final CRA Plan Update & Staff Work Session Four																													
8 Presentation of Final CRA Plan Update to CRA Board & City Commission																													

ATTACHMENT C
AMENDED PROJECT COST ESTIMATE

DELRAY BEACH CRA ~ CRA PLAN UPDATE		
TASKS & COSTS PER TASK		
1	Staff Work Session One, Due Diligence & Market/Economic Overview	\$11,600
2	Stakeholder Interviews & Staff Work Session Two	\$9,100
3	Delray Beach CRA - Public Workshops 1A & 1B - Review of Conditions	\$12,500
4	Develop Draft Amendments to CRA Plan & Staff Work Session Three	\$9,500
5	Delray Beach CRA - Workshops 2A & 2B - Presentation of Draft CRA Plan Update (OPTIONAL)	\$7,300
6	Presentation of Draft CRA Plan Update to CRA Board	\$3,000
7	Develop Final CRA Plan Update & Staff Work Session Four	\$7,800
8	Presentations of Final CRA Plan Update to CRA Board & City Commission	\$3,700
TOTAL		\$64,500