

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

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (“Second Amendment”) is made and entered into as of the _____ day of _____, 2022, 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, the CRA and Council entered into a First Amendment (“First Amendment”) to the Original Agreement, dated June 23, 2020, due to the impacts and restrictions of the COVID-19 pandemic, to amend the Scope of Services to provide that Council shall make Task 5 optional and contingent on the ability to hold in-person community workshops in light of the COVID-19 pandemic and the CRA’s obligation to make payment towards Task 5 shall be contingent on the parties’ holding Public Workshops 2A and 2B. The Anticipated Schedule was amended to extend the project completion to September 2021 and the Project Cost Estimate was amended to reflect the revisions stated in the First Amendment; and

WHEREAS, the CRA and Council desire to enter into this Second Amendment (“Second Amendment”) to 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 and First Amendment, 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 reflect Task 1 as complete; Tasks 2 and 3 are to be performed again due to the time gap between the first time both tasks were performed before COVID19 and the time of resuming the project; Task 4 to remain the same; Task 5 to be removed; and Tasks 6, 7 and 8 remain the same.

2.2 Attachment B. The parties hereby amend the Anticipated Schedule, as shown in the attached revised Attachment “B”, to resume the project and show the updated completion from February 2020 to September 2022.

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 Second Amendment.

3. Entire Agreement. The CRA and Council agree that this Second Amendment, the 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, First Amendment and this Second 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 Second 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 Second 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 Second Amendment.

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

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

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

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Shirley E. Johnson, CRA Board Chair

ATTEST:

Renée A. Jadusingh, Esq.,
CRA Executive Director

APPROVED TO FORM:

CRA Legal Advisor

**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

JANUARY 13, 2022

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 – Task Completed

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 -Task to be performed again due to the time gap between the first round of interviews performed almost 2 years ago due to COVID19.

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 (optional) – Task to be performed again due to the time gap between the first round of workshops conducted almost 2 years ago before COVID19.

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 (1B is optional)
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: Removed

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 **\$45,600**. 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		FEE
Completion of Task #1 (already completed)		N/A
Completion of Task #2 Stakeholder Interviews & Staff Work Session Two		\$9,100
Completion of Task #3 Public Workshops 1A and 1B and Review of Conditions (1B is optional)		\$12,500 (see Note 1)
Completion of Task #4 Draft Amendments to CRA Plan & Staff Work Session Three		\$9,500
Completion of Task #6 Presentation of Draft CRA Plan Update to CRA Board		\$3,000
Completion of Task #7 Develop Final CRA Plan Update and Staff Work Session Four		\$7,800
Completion of Task #8 Presentations of Final CRA Plan Update to CRA Board and City Commission, Transmittal of Final CRA Plan Update		\$3,700
<i>Total Fee</i>		\$45,600 (see Note 2)

Note 1: In the event that Public Workshop 1B is not desired by the CRA, the Total Fee will be reduced by \$4,500.

Note 2: Due to the fee payment schedule in the First Amendment and work previously completed, the CRA has a credit with the Council of \$8,725. Therefore, the net amount due

for the completion of the work in the Second Amendment is \$36,875. In the event that Public Workshop 1B is not desired by the CRA, the net amount due will be \$32,375.

ANTICIPATED SCHEDULE

An anticipated project schedule, contingent upon execution of the Second Amendment to the Interlocal Agreement in January of 2022, is included as Attachment B.

ATTACHMENT B AMENDED ANTICIPATED SCHEDULE

DELRAY BEACH CRA ~ CRA PLAN UPDATE SECOND AMENDMENT TASKS & ANTICIPATED SCHEDULE		2022												2023					
		Q1			Q2			Q3			Q4			Q1			Q2		
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
1	Staff Work Session One, Due Diligence & Market / Economic Overview (Completed)																		
2	Stakeholder Interviews & Staff Work Session Two																		
3	Public Workshops 1A & 1B - Review of Conditions																		
4	Develop Draft Amendments to CRA Plan & Staff Work Session Three																		
5	Public Workshops 2A & 2B - Presentation of Draft CRA Plan Update (Removed)																		
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																		
	Presentation of Final CRA Plan Update to City Commission																		

**ATTACHMENT C
AMENDED PROJECT COST ESTIMATE
NEED UPDATED COST ESTIMATE**

DELRAY BEACH CRA ~ CRA PLAN UPDATE		
<i>TASKS & COSTS PER TASK</i>		
1	Staff Work Session One, Due Diligence & Market/Economic Overview (COMPLETE)	\$0
2	Stakeholder Interviews & Staff Work Session Two	\$9,100
3	Delray Beach CRA - Public Workshops 1A - Review of Conditions Workshop1B (optional)	\$8,000 \$4,500
4	Develop Draft Amendments to CRA Plan & Staff Work Session Three	\$9,500
5	Removed	\$0
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	Presentation of Final CRA Plan Update to CRA Board Presentation of Final CRA Plan Update to City Commission	\$1,850 \$1,850
TOTAL		\$45,600

Note: Due to the fee payment schedule in the First Amendment and work previously completed, the CRA has a credit with the Council of \$8,725. Therefore, the net amount due for the completion of the work in the Second Amendment is \$36,875.