

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement (herein referred to as “Agreement”) is entered in this ____ day of _____ 2017 by and between the City of Delray Beach (herein referred to as (“City”)) and the 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; collectively referred to herein as the “Parties”.

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 localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and 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 Council is permitted to provide services to the City as it is established by the state of Florida and considered a public agency in accordance with state law; and

WHEREAS, funding for (Planning Services to be Awarded as Described in SFTOD Grant Application) is included within the CRA’s adopted Fiscal Year 2017 Annual Budget; and

WHEREAS, the City and the Council desire to enter into this Agreement to facilitate station area planning activities around the anticipated City future Tri-Rail Coastal Link station.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with station area planning activities as described herein.
- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

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

SECTION 3. SCOPE OF SERVICES

- A. The Council shall fully perform the obligations, as specified by the City, under the Scope of Work contained in Attachment A of this Agreement to the satisfaction of the City.
- B. The City shall:
 - 1. Provide all available files, data, maps, and information as requested by the Council.
 - 2. Provide all necessary public notice as required by Florida Statutes.
 - 3. Provide venues for all public workshops and meetings.
 - 4. Process all requests for reimbursement in a timely manner.
- C. Both the City and the Council agree to be governed by applicable State and Federal laws, rules and regulations in the performance of their respective obligations under this Agreement.

SECTION 4. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the scope of work as identified in Attachment A. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment A, as selected by the City, including travel, attendance at all required public meetings and workshops, 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 City, shall be considered the Council's request for payment according to the schedule contained in Attachment A.

SECTION 5. 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 City, its employees and agents.

SECTION 6. INDEMNIFICATION

The Parties to this Agreement shall, to the extent permitted by law, save, defend, reimburse, indemnify, and hold harmless each other, and each other's respective officers, employees, servants or agents from its 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. TERM; TERMINATION

This Agreement shall commence on the Effective Date and shall remain in full force and effect until all deliverables are complete as identified in the Scope of Work and schedule contained in Attachment A, and accepted by the City, unless terminated earlier. This Agreement may be terminated for convenience by either party by providing 30 days written notice as required by Section 9, to the other party. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 8. NOTICE AND CONTACT

All notices required by this 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 City:

City Manager
City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33432

For the Council:

Michael J. Busha, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, Florida 34994

SECTION 9. REMEDIES

No remedy herein conferred upon the Parties 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 10. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 12. DELEGATION OF DUTY

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

SECTION 13. EQUAL OPPORTUNITY PROVISION

The City and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 14. 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 15. 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 Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 16. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. Modifications of this Agreement may be requested by the City or the Council. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by the City and the Council and attached to the original Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

By: _____
Name: Katerri Johnson
Title: City Clerk

City

By: _____
Name: Cary D. Glickstein
Title: Mayor

Approved as to form:

By: _____
R. Max Lohman
City Attorney

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: _____
Michael J. Busha, AICP
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A
TRI-RAIL COASTAL LINK STATION AREA
DELRAY BEACH TOD DESIGN CHARRETTE & MASTER PLAN
DELRAY BEACH, FLORIDA
SCOPE OF SERVICES

MAY 31, 2017

PROJECT DESCRIPTION

The City of Delray Beach (City), in collaboration with the Treasure Coast Regional Planning Council (TCRPC) and the South Florida Regional Transportation Authority (SFRTA), seek to study and implement ways to improve mobility, quality of life, economic vitality, and improve transit-oriented development (TOD) around the planned Tri-Rail Coastal Link station in downtown Delray Beach. The SFRTA has secured a Pilot Planning Grant from the Federal Transit Administration (FTA) to fund station area planning activities along the planned Tri-Rail Coastal Link Corridor. Funds from this grant program will be matched by funds from the City to fund the station area planning activities described in this scope of services.

The Treasure Coast Regional Planning Council (TCRPC) has been requested to prepare a scope of services to assist the City, and SFRTA to coordinate a meaningful public involvement process and conduct an economic development and urban design charrette to assist the City and SFRTA in improving transit-oriented development conditions around the planned station and contributing to future mobility and system ridership. This planning effort is also designed to advance the implementation of “Complete Streets,” which is a local, regional, and national priority to improve transportation facilities in a multi-modal design to provide the best and safest accommodations for all users – motorists, cyclists, pedestrians, and transit users.

The project area for the Delray Beach Station Area TOD Charrette and Master Plan is focused on, but not limited to, that area in downtown Delray Beach centered around the intersection of the FEC railroad and Atlantic Avenue, extending a half-mile in all directions. This area is generally bound by NE 4th Street to the north, SE 4th Street to the south, NW 5th Avenue to the west, and Venetian Drive to the east. Additional areas may be included when added analyses would benefit the master planning efforts.

The key elements of the Delray Beach Station Area TOD Charrette and Master Plan shall include:

- The creation of a physical master plan for the anticipated Delray Beach Tri-Rail Coastal Link Station Area, which considers roadway reconfigurations and desirable infill and redevelopment opportunities that support transit-oriented development, advance Complete Streets initiatives, and reflect the community’s vision for the future of the City;

- The development of at least three design scenarios (site plan, architectural illustrations, and financial analyses) for the block adjacent to the proposed station (bounded by E. Atlantic Avenue to the south, NE 3rd Avenue to the West, NE 4th avenue to the East, and NW 1st Street to the north;
- A review of the land use and development regulations in order to recommend improvements and ways to encourage desired redevelopment and business creation;
- The development of a Market Overview which reviews existing market conditions and demographics, and analyzes key market trends within the study area, the City of Delray Beach, and relevant areas within the region;
- A detailed assessment of the current and future vehicular volumes, pedestrian volumes, bicycle volumes, and other non-motorized vehicle volumes on the surrounding roadway and sidewalk network;
 - Coordination with all relevant agencies, including but not limited to the City, SFRTA, Florida Department of Transportation (FDOT), Palm Beach Metropolitan Planning Organization (PB MPO), Palm Beach County, Palm-Tran, Delray Beach Community Redevelopment Agency (CRA), Delray Beach Downtown Development Authority (DDA), and adjacent municipalities.

SCOPE OF SERVICES

I. Project Coordination

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development and as requested by the City and SFRTA. The initial meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings including:

City staff;
 CRA and DDA Staff;
 FDOT staff;
 PB MPO staff;
 Palm Beach County and Palm-Tran staff; and
 Staff of adjacent municipalities and other agencies as appropriate.

TCRPC anticipates periodic project meetings to occur throughout the project's development and submittals of the master plan.

To address the project parameters as identified by the City and SFRTA, TCRPC will assemble a Project Team that includes the following disciplines: economic and market analysis, retail/development and

marketing, economic development, traffic engineering, multimodal transportation planning, urban design, architecture, planning, redevelopment, and policy analysis. TCRPC will manage all sub-consultants as part of this work effort, and all sub-consulting fees are included in the estimated fees presented in this scope. TCRPC will also provide all coordination necessary with FTA to satisfy the needs of the Pilot Planning Grant.

Anticipated timeline for the Project Coordination phase is July 2017 through June 2018.

II. Due Diligence

Base Documentation

TCRPC will begin developing, with assistance from the City, SFRTA, FDOT, PB MPO, Palm Beach County, and other agencies, necessary base documentation for the project, to include: GIS databases, aerial photography, ownership maps, residential and non-residential intensity maps, utilities, and other data as appropriate.

Data Collection

TCRPC will begin assembling, with assistance from the City, CRA, DDA, SFRTA, FDOT, PB MPO, Palm Beach County, and other agencies, assembling data pertinent to the project to include: previous and current economic development, redevelopment, and planning studies and activity within the study area; historical and cultural information; business and economic profiles; and regulatory documents for the City of Delray Beach, FDOT, Palm Beach County, and other agencies 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 City, CRA, DDA, FDOT, SFRTA, PB MPO, and County representatives to tour specific areas to gain a greater understanding of particular issues.

Regulatory Review

TCRPC will provide a review and assessment of the City's Comprehensive Plan and Land Development Regulations. This assessment will identify areas where potential modifications may be necessary to fully implement the vision and policies of transit-oriented development and Complete Streets. Specific recommendations for revisions, if needed, will be part of the master plan document.

Market Overview and Economic Development Analysis

The economic analysis for the Delray Beach Station Area TOD Charrette and Master Plan is intended to focus on those “building blocks” that will guide the City in prioritizing future redevelopment decisions and asset allocation. In short, the five key components of the economic analysis will include:

- Demographic & Economic Profile
- Real Estate Market Conditions
- Economic Development Potentials
- Target Industry Analysis Update
- Measuring Economic Impacts of the Plan

These elements are important to establishing realistic development expectations that implement the tenets of transit-oriented development and Complete Streets policies.

Anticipated timeline for Due Diligence phase is July through October 2017.

III. Pre-Charrette Phase

Creation of Charrette Host Committee

TCRPC will, with the assistance of the City, elected officials, and partner agencies such as SFRTA and FDOT, assemble a Charrette Host Committee, which is essential for successful charrette and pre-charrette planning logistics (e.g., meeting/charrette venues, notification, public outreach). The committee will be comprised of approximately ten residents, business owners, community leaders, and similar local representatives. Host Committee members are also encouraged to participate in the public charrette activities. TCRPC will schedule four-to-six Host Committee meetings prior to the charrette process.

Public Outreach Efforts

There will be coordinated public outreach efforts during the pre-charrette period to engender public interest and a sense of authorship in the process. The public outreach efforts will continue, periodically, throughout the development of the Delray Beach Station Area TOD Charrette and Master Plan. A website, media, and social media presence will also be a key part of the public outreach before, during and following the charrette.

Stakeholder Interviews

TCRPC, with members of the consultant team, will conduct between 40-60 individual stakeholder interviews. The interviews will include elected officials, local property and business owners, public officials, and other members of the community as recommended by the City. The interviews will be conducted at a location in the City and will be scheduled by TCRPC in coordination with City staff.

Expected timeline for Pre-Charrette phase is July through October 2017.

IV. Public Design Charrette

In order to address the unique characteristics in the City of Delray Beach and the Delray Beach Station Area, and to provide adequate public involvement and engagement, TCRPC will conduct a week-long, on-site, public design charrette. The charrette will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The TCRPC team will establish an on-site “studio” where the team will work for the entire charrette week. The following is a detailed description of the charrette process.

Saturday Public Design Workshop

The public design workshop will be held on a Saturday morning in an easy-to-find, well-known location within the City suitable for group gatherings and Power Point presentations. TCRPC staff will work closely with the City and Host Committee to best estimate projected attendance at the workshop in order to provide enough space and refreshments. The workshop space will be organized around 8-10 banquet tables (that accommodate 8-10 people each) with ample space for ease of movement around the tables. TCRPC will provide a team of architects and urban designers (10-12) who will serve as facilitators at each table. Their role will be to assist the participants in recording their ideas on paper. The workshop and presentations will be videoed and photographed. The agenda for the Saturday workshop is as follows:

1. Greetings and opening presentation
 - a. TCRPC staff to deliver a power point presentation on the workshop purpose, initial reconnaissance findings, and expectations of the day;
 - b. Coffee, water, and refreshments to be provided.
2. Table sessions
 - a. After the opening presentation, each table of participants will be asked to develop a map/drawing/list of their ideas and desires as related to the workshop program and study area. Each table will be provided with a detailed base map on which to develop their ideas;
 - b. Each table participant will sign their name on the document, and one member from the table (not a facilitator) will be selected by the group to present their ideas after lunch;
 - c. The TCRPC design team will work with each table to discuss and articulate their ideas. The design team will have been briefed on the area/regional findings beforehand.
 - d. Table sessions will last for 2-3 hours, until lunch is provided.
3. Lunch
 - a. Lunch and beverages will be provided to the workshop location;
 - b. Typically teams will work through lunch if necessary.
4. Table Presentations
 - a. Each table will be asked to pin-up and present their ideas to the rest of the group via their selected presenter;

- b. All workshop participants are asked to listen to each table presentation and provide comments and questions after each presentation;
- c. The table presentations are a very valuable tool in getting community members to see consensus in seemingly disparate ideas.

5. Wrap-up

- a. After the table presentations and all questions have been addressed, TCRPC staff will conclude by outlining the next steps for the process;
- b. During the conclusion of the public design workshop, TCRPC staff will give clear instructions for the location of the public design studio and invite all to visit the studio during the following charrette week.

Charrette Design Studio

The charrette design studio is a workspace within the study area where the team will develop the ideas and solutions to issues discussed during the public design workshop. The team will work in the studio from Sunday until Friday evening when the Work-in-Progress presentation will be delivered. The studio will typically be open to the public from 9:30 am until 9:00 pm (with breaks for lunch and dinner). This open studio environment is a critical component of the public outreach process for developing the Delray Beach Station Area TOD Charrette and Master Plan. Individuals who may have missed the Saturday session, or who have more to discuss, can come to the studio at their leisure. Experience has shown that providing this open working environment is greatly appreciated by the public who attend. Often community issues or concerns are revealed and addressed in the studio while working with the citizens.

Work-in-Progress Presentation

On the Friday at the end of the charrette week, the team will provide a Work-in-Progress presentation. This presentation will identify the issues raised the previous Saturday and chronicle how those issues were addressed throughout the week. This will be the first comprehensive look at the developing Delray Beach Station Area TOD Charrette and Master Plan. The presentation will be open to the public, there will be time for questions and answers, and it will be centrally located (possibly at City Hall).

Deliverables

Specific deliverables will include:

1. Complete the week-long, on-site, public design charrette;
2. Deliver the charrette work-in-progress presentation;
3. Finalize Market Overview and Economic Development Analysis;
4. Finalize Station Area Traffic Analysis and Potential Design Alternatives; and
5. Provide Implementation Recommendations and Next Steps.

Anticipated timeline for Charrette phase is September – October 2017.

V. Post-Charrette Phase

Develop DRAFT Community Master Plan

Ten to twelve weeks after the Work-in-Progress presentation, TCRPC will deliver the first draft of the Delray Beach Station Area TOD Charrette and Master Plan report. This document will consolidate and fully describe the master plan processes including the charrette, public input, and public involvement, and it will highlight all recommendations in considerable detail. All data and analysis developed during the process (including but not limited to the Market Overview and Economic Development analysis, traffic analyses, public design plans, and engineering analyses) will be incorporated into the document. All of the various “special projects” identified during the process will be addressed and prioritized in the Implementation section of the report. The Implementation chapter will identify and prioritize (by time and necessity) the necessary steps to bring the Delray Beach Station Area TOD Charrette and Master Plan to fruition.

Submit Final Delray Beach Station Area TOD Charrette and Master Plan

The first draft of the Delray Beach Station Area TOD will be delivered, in hard copy format (up to 5 copies total) and in PDF format, to the City for its review. A review period of four weeks will be provided to allow for review of the document and submittal of revisions to TCRPC. Once the final revisions are incorporated, TCRPC will deliver the final Delray Beach Station Area TOD Charrette and Master Plan document to the City in hard copy (up to 5 copies total) and in digital pdf format. Additional hard copies will be made available for the cost of reproduction and administrative time.

Deliverables

Specific deliverables will include:

1. Develop Delray Beach Station Area TOD Charrette and Master Plan;
2. Deliver DRAFT Delray Beach Station Area TOD Charrette and Master Plan for review; and
3. Revise and submit FINAL Delray Beach Station Area TOD Charrette and Master Plan.

Expected timeline for Post-Charrette phase is November 2017 through June 2018.

VI. Project Approvals and Meetings

Additional Meetings

TCRPC will attend as many staff-level meetings through June 2018 as necessary to ensure the Delray Beach Station Area TOD Charrette and Master Plan process is a successful endeavor. TCRPC will provide one presentation to the CRA Board, one presentation to the DDA Board, and up to two neighborhood/community presentations (in addition to the public design workshop process outlined above). TCRPC and the design team will be available to make presentations to the City and other project partners upon request.

Project Approval Hearings

TCRPC will attend up to three public hearings for the adoption of the Delray Beach Station Area TOD Charrette and Master Plan

Expected timeline for Project Approvals phase is December 2017 through June 2018.

VII. Project Deliverables

1. TCRPC shall provide the City with the following deliverables as final work products:
 - a. Study Area Map and Boundary Confirmation;
 - b. Facilitation of Project Host Committee and Conduct Interview Process;
 - c. Coordinated Review and Assessment of Comprehensive Plan and Land Development Regulations as related to Master Plan recommendations;
 - d. Existing and Future Land Use Assessment;
 - e. Existing and Future Transit Stop and Mobility Options Assessment, including bicycle, pedestrian, and transit circulation;
 - f. Development of Alternative Thoroughfare Sections as needed for the roadway network within the Study Area;
 - g. Neighborhood and Community Assets Assessment;
 - h. Market Overview and Economic Development Study;
 - i. Urban Design Charrette
 - i. Conceptual master plan drawing (1) for the study area, rendered in color at an appropriate scale and suitable for publication.
 - ii. Perspective sketches or diagrams (as many as needed) illustrating significant plan features or explaining design ideas consistent with the respective plan. Each sketch or diagram will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - iii. Street Sections: (as many as needed) illustrating in diagrammatic form the relationships among the various elements within, and adjacent to the right of way. Each section will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - j. PowerPoint Presentations: All presentations (kick-off, work-in-progress, final) will be available in PowerPoint format immediately after they are presented. The presentation of work-in-progress will contain initial draft recommendations and will be available on Friday evening, at the conclusion of the work-in-progress presentation.

k. Project Report

- i. The final Delray Beach Station Area TOD Charrette and Master Plan (report) will summarize items a through j (above) and include a project narrative and conceptual design ideas and analysis based upon community and professional input. The master plan report will include market analyses and provide realistic redevelopment expectations to be aligned with City priorities. Priority items, and methods for their implementation, will be discussed in detail. The implementation recommendations will include conceptual design ideas, to-scale, that test initiatives recommended through the process. The master plan will also summarize the findings of all traffic analyses and studies developed during the master-planning process.
 - ii. Five color copies and one electronic copy (PDF format) of the draft Delray Beach Station Area Charrette and Master Plan will be provided to City staff for distribution. Five color copies and one electronic copy (PDF format) of the final Delray Beach Station Area TOD Charrette and Master Plan will be provided to City staff for distribution. The master plan shall be in color and suitable for publication and reproduction. The master plan shall be available ten to twelve weeks after the charrette and workshops.
 - iii. TCRPC will deliver work-in-progress reports and presentations and final reports and presentations to all requisite agencies and local governments upon request.
- l. Electronic copy of all pictures (jpg or png format) and video footage (mp4 format) taken during the charrette and collected as part of the research.

NOTE: Any changes to municipal comprehensive plan(s), Land Development Regulations, CRA redevelopment plan(s), or any other policies necessary for the implementation of the Community Master Plan are not part of this contract.

2. **Format of Deliverables:** TCRPC shall provide the City final work products in the following format:
- a. TCRPC shall print written documents on paper, as appropriate, and shall also provide a digital copy of such documents in an appropriate format (InDesign or PDF).
 - b. TCRPC shall provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials as requested in a digital format suitable for reproduction. Individual printed copies will also be available at the cost of reproduction.
 - c. TCRPC shall provide the City with a digital copy of all the PowerPoint presentations used for this project.
 - d. The City may request additional copies of deliverables upon payment to TCRPC of the actual reproduction cost.

VIII. Fees and Reimbursable Expenses

- 1. Fees:** The total fee for the Delray Beach Station Area TOD Master Plan, as described in the scope above, shall be **\$241,000** (two-hundred forty-one thousand dollars). Funding for this effort will come from the FTA Pilot Planning Grant (\$141,000) and the City of Delray Beach (\$100,000). The total fee includes travel, out of pocket expenses (printing and reproduction costs), film processing, mail, couriers, and other costs related to the professional services to be provided, including all sub-consultant costs.
- 2. Payment Schedule:** The fee payments from the City of Delray Beach to TCRPC shall be according to the following schedule:
 - **20% (\$20,000)** of the professional fees due upon execution of this agreement.
 - **50% (\$50,000)** of the professional fees due upon completion of the Delray Beach Station Area TOD Charrette.
 - **20% (\$20,000)** of the professional fees due upon submittal of draft Delray Beach Station Area TOD Charrette and Master Plan and findings.
 - **10% (\$10,000)** of the professional fees due upon submittal of final, revised Delray Beach Station Area TOD Charrette and Master Plan.

IX. Anticipated Timeline (contingent upon execution of inter-local agreement in July 2017)

JULY – SEPTEMBER 2017:

Execute Agreement and begin Due Diligence and Pre-Charrette work and analysis.

SEPTEMBER/OCTOBER 2017:

Conduct seven-day Delray Beach Station Area TOD Charrette.

DECEMBER 2017/JANUARY 2018:

Deliver DRAFT Delray Beach Station Area TOD Master Plan and Report, including findings and recommendations

MARCH/APRIL 2018:

Deliver FINAL Delray Beach Station Area TOD Master Plan and Report, including findings and recommendations

APRIL – JUNE 2018:

Master Plan Adoption Hearings

The anticipated project schedule illustrated above is contingent upon the execution of a project Agreement and Scope in July 2017.