

**WORK ASSIGNMENT  
BETWEEN  
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
PMG ASSOCIATES, INC.**

This Consulting Work Assignment is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and PMG ASSOCIATES, INC, hereinafter referred to as "CONTRACTOR".

**W I T N E S S E T H:**

WHEREAS, the CRA and the CONTRACTOR previously entered into an Agreement for Professional Contracting Services dated July 25, 2013, the "Original Agreement"); and

WHEREAS, the CRA and the CONTRACTOR are authorized to enter into Work Assignments in order to provide for additional services to be provided by the CONTRACTOR for the CRA, pursuant to the Original Agreement; and

WHEREAS, the CRA and the CONTRACTOR desire to enter into this Work Assignment in order to provide for the CONTRACTOR to provide additional services pursuant to the Original Agreement, except a modified herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CRA and the CONTRACTOR agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.
2. The CRA authorizes the CONTRACTOR to perform additional services as provided in this Work Assignment for the following CRA Project:

**Analysis of Responses to the 2018 RFP for the SW 600 – 800 Blocks - West Atlantic Avenue Properties**

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONTRACTOR to provide the Scope of Services as described on Exhibit "A", to this Work Assignment, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the adjustments indicated on Exhibit "A" to this Work Assignment, which is attached hereto and incorporated herein by reference. The total budget for this assignment shall not exceed twenty-seven thousand dollars (\$27,000). The fee is payable at the rate of 75% at the completion of the draft report and the remainder after presentation of the findings to the CRA Board.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in Exhibit "A" to this Work Assignment, which is attached hereto and incorporated herein by reference, no later than the close of business on December 4, 2018. This Work Assignment may be extended up to forty-five (45) additional

days, subject to the execution of a written amendment to this Agreement by the CRA's Executive Director. The CRA Board of Commissioners authorizes the Executive Director to execute such an amendment without further CRA Board action. Any extension beyond the initial forty-five (45) days is subject to the execution of a written amendment to this Agreement following consideration and approval of the extension request by the CRA Board of Commissioners.

6. This Work Assignment is approved contingent upon the CRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed in the Original Agreement, as may have been amended by any prior Work Assignments entered into between the CRA and the CONTRACTOR. If the CRA, in its sole discretion, is unsatisfied with the services provided in the previous phase, or prior Work Assignment, the CRA may terminate the Original Agreement without incurring any further liability.

7. The CONTRACTOR may not commence work on any Work Assignment, including this Work Assignment, approved by the CRA, without a further notice to proceed issued in writing by the CRA Executive Director, or her authorized representative.

8. The Original Agreement, as may have been modified by prior Work Assignments, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment as of the day and year indicated above.

**DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_  
Shelly Petrolia, Chair

Approved as to form:

\_\_\_\_\_  
CRA General Counsel

**CONTRACTOR:**

PMG Associates, Inc.

BY: \_\_\_\_\_  
Philip M. Gonot, Vice President

Attest:

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA                     )  
  )       SS:  
COUNTY OF PALM BEACH          )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said \_\_\_\_\_ and that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

NOTARY PUBLIC

Printed Name

My Commission Expires:

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**FINANCIAL REVIEW OF PROPOSALS**  
**2018 RFP - SW 600–800 BLOCKS - WEST ATLANTIC AVENUE PROPERTIES**

**TASK 1.      Review of proposals submitted by potential developers for the 2018 RFP - SW 600–800 Blocks - West Atlantic Avenue Properties**

PMG Associates, Inc. will review the six proposals submitted for the 2018 RFP - SW 600–800 Blocks - West Atlantic Avenue Properties to evaluate the benefits received by the CRA and the City of Delray Beach.

**TASK 2.      Fiscal evaluation of the potential return to the CRA and the City based on the development scenario currently submitted.**

The evaluation will measure the return to the City based on the collection of fees and charges such as:

- Franchise Fees
- Utility Taxes
- Communications Service Taxes
- Fire Fees
- Other appropriate charges

The evaluation will measure the return to the CRA based on collection of TIF revenue and any other appropriate sources.

**TASK 3.      Evaluation of incentives provided to the project.**

Determine the total amount requested by the applicant and the value of the services received. This incentive may include infrastructure improvements, TIF payments or any other provision of value to the developer.

**TASK 4.      Evaluation of the feasibility/absorption estimate for the project.**

Determine potential feasibility through a review the time table for absorption of the units contained in the proposal. This evaluation will consider the changes on the Real Estate market as well as the competition in the area. This review will determine if the absorption of units presented is reasonable. If the review determines that the absorption is not reasonable, an alternative estimate will be presented. The overall feasibility of the project, as presented will be evaluated.

## **TASK 5. Company background financial review**

The financial background of the proposer will be evaluated based on financial records provided to the Consultant. These records will include typical Financial Statements including Income Statements and Balance Sheets. The records should be presented for a minimum of three years so that trends can be charted. If the company does not have three years of records, background data of similar nature must be presented for the principals in the venture.

It is recommended that all records be submitted to PMG Associates, Inc. directly for review. If necessary, representatives of PMG Associates, Inc. will travel to the offices of the developers to review the Financial Statements. PMG Associates, Inc. will keep all of the information collected for this Task strictly confidential.

## **TASK 6. Alternatives on how to structure the future commitment.**

Other options to cash payments or completion of infrastructure improvements will be identified and evaluated. This analysis will determine the type of commitment, the cost to the City/CRA and the impact of the action. Recommendation as to what types of alternatives are acceptable or desirable will be included.

## **TASK 7. Report and Presentation**

PMG Associates, Inc. will compile the findings in a final written report and present these findings to the RFP Selection Committee, and CRA Board, if requested.

### **COST ESTIMATE - REVIEW OF APPLICANTS – 2018 RFP - SW 600–800 BLOCKS - WEST ATLANTIC AVENUE PROPERTIES**

<u>Task</u>	<u>Description</u>	Senior Economist		Economist		<u>Total</u>
		<u>Hours</u>	<u>Rate</u>	<u>Hours</u>	<u>Rate</u>	
1	Return to CRA/City	12	\$150	12	\$75	\$2,700
2	Incentives/In kind	12	\$150	0	\$75	\$1,800
3	Feasibility	64	\$150	32	\$75	\$12,000
4	Financial Background	20	\$150	12	\$75	\$3,900
5	Structure Commitment	36	\$150	0	\$75	\$5,400
6	Presentation	8	\$150	0	\$75	\$1,200
	Total Cost	152		56		\$27,000