RESOLUTION NO. 2019-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND TREASURE COAST REGIONAL PLANNING COUNCIL ("TCRPC") FOR TCRPC TO PROVIDE CERTAIN SERVICES TO THE AGENCY TO UPDATE THE 2011 CRA PLAN AND FOR OTHER PROFFESSIONAL SERVICES TO IMPLEMENT REDEVELOPMENT; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

* * * * * * *

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 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 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, on July 20, 2011, the City and CRA adopted an amended CRA Plan that was developed with the assistance of the TCRPC; and

WHEREAS, the CRA desires to update the CRA Plan to establish an updated vision and implementation plan for achieving redevelopment within Riviera Beach; and

WHEREAS,, the CRA also desires to begin critical projects to implement the existing the concepts and intent of the CRA Plan and to achieve redevelopment; and

WHEREAS, the Agency finds that it is in furtherance of the adopted Community Redevelopment Plan to approve an Interlocal Agreement with TCRPC to provide said services upon the terms and conditions of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

<u>SECTION 1.</u> The Agency hereby approves the attached Interlocal Agreement between Treasure Coast Regional Planning Council and the Riviera Beach Community Redevelopment Agency for an amount not to exceed \$279,000.00 (\$266,000.00 +5% contingency). The total project consisting of four independent tasks shall be funded over multiple budget years and all work is subject to approval of those funds by the CRA Board of Commissioners.

<u>SECTION 2</u>. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to execute and attest, respectively, the attached Interlocal Agreement.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 24TH day of July, 2019.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: KaShamba Miller Anderson

Chairperson

ATTEST:

Executive Director

Approved as to-form and legal sufficiency

MOTION BY:

J. Botel

SECONDED BY:

D. Lawson

J. BOTEL

K. MILLER-ANDERSON

C. McCOY

S.D LANIER

D. LAWSON

Michael Haygood

Date

J. Michael Haygood, PA

General Counsel to CRA



RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300 RIVIERA BEACH, FL 33404 PHONE: 561-844-3408 FAX: 561-881-8043 Website: www.rbcra.com

MEMORANDUM

TO:

Honorable Chair and Members, CRA Board of Commissioners

City of Riviera Beach, Florida

FROM:

Scott Evans, Interim Executive Director, Riviera Beach CRA

DATE:

July 17, 2019

SUBJECT:

Request for Approval of a Resolution to Authorize an Interlocal Agreement Between the

TCRPC and the Riviera Beach CRA to Complete a Series of Plans and Special Projects.

Request for Board Action

The Agency is requesting the Board of Commissioners to approve a resolution to authorize an Interlocal Agreement between the TCRPC and the Riviera Beach CRA to complete a series of plans and special projects including a public outreach and series of structured workshop activities to develop a comprehensive update to the 2011 CRA Plan.

Proposed Projects:

The Riviera Beach Community Redevelopment Agency (CRA) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to develop a series of plans and special projects. The Scope of Services will include the following:

- Task 1: Conduct public outreach and a public workshop to develop an Ocean Mall Area Conceptual Master Plan; \$37,000
- Task 2: Utilize public outreach and design expertise to develop a signage and wayfinding program; \$30,900
- Task 3: Assess ongoing and projected needs to develop a water quality and enhancement program to improve the health of the waterways in and around the CRA; \$48,500
- Task 4: Organize a structured series of public input and workshop activities and conduct a market and economic study to develop a comprehensive update to the CRA Plan, including a CRA Mobility Plan; \$149,600

The CRA Plan update will include an update to the vision for Broadway and for the redevelopment of our Neighborhoods and recommendations for future Capital Projects. The key elements of TCRPC planning services shall include:

- Data collection and analysis related to CRA plans, projects, and land development activities in and around the CRA boundaries;
- Analysis of land development and parking needs in the Ocean Mall redevelopment sub-district to identify efficiencies, coordination with TPA for production of a Complete Streets Mobility Plan consistent with TPA plans and policies;
- Survey of existing signage on the Broadway and Blue Heron Boulevard corridors, property owner engagement, and development of concepts to provide improved signage including a CRA signage improvement grant program;
- Identification of potential wayfinding signage themes for use within the CRA;
- Public workshops and stakeholder interviews to gather input for project concepts, programs, and to help inform CRA priorities;
- Development of master plan drawings and renderings;
- An economic and market study of historic, current, and project land development opportunities in the CRA;
- Development of amendments to the CRA Plan to update the plan in accordance with Chapter 163,
 F.S. and as needed given due diligence, research, public input, and evaluation of market, economic,
 land development, and redevelopment forecasts and needs; and
- Presentations to the CRA Board and City Council for consideration of project-related findings and recommendations.

Recommendation:

Staff recommends approval of the Resolution. The CRA Plan document must be kept up to date to reflect our redevelopment efforts, and the existing approved plan was developed almost ten years ago in 2009/2010. The plan update is a great opportunity for the Agency to plan for the next ten years and implement redevelopment in a strategic planned approach. The additional projects will help protect the future of our waterways, create a new mobility plan for the City, and update our redevelopment plans based on new and current market studies updated public input and direction.

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

This Interlocal Agreement is entered in this Redevelopment Agency, body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA"), and Treasure Coast Regional Planning Council (herein referred to as "TCRPC"), 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 Council of the City of Riviera Beach ("City") has found and declared an area of the City of Riviera Beach to be classified as a redevelopment area per the definition of redevelopment area provided in Chapter 163, Florida Statutes (hereinafter referred to as the "CRA Area"); and

WHEREAS, on July 20, 2011, the City and CRA adopted an amended CRA Plan that was developed with the assistance of the TCRPC; and

WHEREAS, the CRA desires to update the CRA Plan to establish an updated vision and implementation plan for achieving redevelopment within Riviera Beach; and

WHEREAS, the CRA also desires to begin critical projects to implement the existing concepts and intent of the CRA Plan and to achieve redevelopment.

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

this Agreement through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA the TCRPC shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CRA.
- D. Continue and complete all parts of the work that have not been terminated.

SECTION 5. PERSONNEL

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The TCRPC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement except as otherwise noted in the scope of services. Such personnel shall not be employees of or have any contractual relationship with the CRA.

All of the services required hereunder shall be performed by the TCRPC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The TCRPC agrees that it is responsible to the CRA, to the maximum amounts set forth by Sec. 768.28, *Florida Statutes*, for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the TCRPC. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA or City.

SECTION 6. INSURANCE

- A. Prior to the execution of this Agreement by the CRA, the TCRPC shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the TCRPC has obtained insurance of the type, amount, and classification as required for strict compliance with this section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA's representative. Compliance with the foregoing requirements shall not relieve the TCRPC of its liability and obligations under this Agreement.
- B. The TCRPC shall maintain, during the life of this Agreement, commercial general liability insurance in the amount of \$500,000 per occurrence to protect the TCRPC from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether

Upon the TCRPC's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the TCRPC's failure to perform was without its or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the CRA's rights to change, terminate, or stop any or all of the work at any time.

If the TCRPC is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other consultant employed by the CRA or by changes ordered by the CRA or any cause beyond the TCRPC's control, or by delay authorized by the CRA pending negotiation or by any cause which the CRA shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide.

SECTION 11. REPRESENTATION AND NOTICE

In carrying out the terms of this Agreement, as more fully set forth in Attachment A, the CRA representative shall be the CRA Executive Director. TCRPC representatives and/or employees shall report to the CRA representative for day to day reporting.

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:

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CRA Executive Director – Scott Evans 2001 Broadway, Suite 300, Riviera Beach, FL 33404

For The TCRPC:

Executive Director – Thomas Lanahan 421 SW Camden Avenue, Stuart, FL 34994

SECTION 12. RECORD KEEPING

- A. All records submitted by the TCRPC 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 TCRPC shall allow access to its records during normal business hours and upon reasonable and advance requests of the CRA, its employees and agents.

SECTION 13. PUBLIC RECORDS

TCRPC shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

SECTION 15. INDEPENDENT CONTRACTOR RELATIONSHIP

The TCRPC is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the TCRPC's sole direction, supervision, and control. The TCRPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the TCRPC's relationship and the relationship of its employees to the CRA shall be that of an Independent Contractor and not as employees or agents of the CRA.

The TCRPC does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

SECTION 16. CONTINGENT FEES

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The TCRPC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the TCRPC to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the TCRPC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 17. Non-DISCRIMINATION

The TCRPC warrants and represents that all of its employees are treated equally during employment without regard to race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, disability, sexual orientation, gender identity, or any other category provided by law and it shall not discriminate or permit discrimination against any employee or applicant for employment on such basis. TCRPC and CRA agree that no person shall be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination or retaliation on the basis of race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, disability, sexual orientation, or gender identity under any activity or program carried out in the performance of this Agreement.

SECTION 18. 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.

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

ATTEST:

By:

Interim Executive Director

Riviera Beach Community Redevelopment Agency

> Kashamba Miller-Anderson CRA Board Chairperson

Approved as to form:

J. Michael Haygood CRA Attorney

ATTEST:

By: Phyllis Castro

Accounting Manager

Treasure Coast Regional Planning Council

Thomas J. Lanahan

Executive Director

- Identification of potential wayfinding signage themes for use within the CRA;
- Public workshops and stakeholder interviews to gather input for project concepts, programs, and to help inform CRA priorities;
- Development of master plan drawings and renderings;
- An economic and market study of historic, current, and projected land development opportunities in the CRA;
- Development of amendments to the CRA Plan to update the plan in accordance with Chapter 163, F.S. and as needed given due diligence, research, public input, and evaluation of market, economic, land development, and redevelopment forecasts and needs; and
- Presentations to the CRA Board and City Council for consideration of project-related findings and recommendations.

SCOPE OF SERVICES

TASK ONE: OCEAN MALL REDEVELOPMENT PROJECT

Task 1.1: Due Diligence and Field Work

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development, to clarify the project study area, and as requested by the CRA. The project coordination meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings, including representatives from:

Riviera Beach CRA; City of Riviera Beach; and Other agencies as needed.

A project kickoff meeting will be held with the CRA staff in the first month of the project schedule (included as Attachment B) following execution of the interlocal agreement. In addition, TCRPC will facilitate project coordination meetings as identified in the project schedule and as needed throughout the project's development. TCRPC will be responsible for kickoff meeting logistics, agendas, facilitation, and meeting notes.

To address the project parameters as identified by the CRA, TCRPC will assemble a Project Team that includes the following disciplines: economic and market analysis, urban design, architecture, planning, redevelopment, and policy analysis. TCRPC will manage all sub-

- a. Field Photos
- b. Base Map for Ocean Mall Conceptual Master Plan
- c. Summary of General Market Overview and Findings

Anticipated completion for Task 1.2. is $3^{rd} - 4^{th}$ Quarter 2019.

Task 1.3: Ocean Mall Visioning Public Workshop

Public Workshop

In order to gain public input and provide opportunity for public involvement and engagement, TCRPC will conduct a facilitated public workshop to help inform the Ocean Mall Conceptual Master Plan. The workshop will be open to all who are interested. The workshop will include an opening presentation summarizing the due diligence findings, general market assessment, opportunities and challenges, and measures to enable workshop participants to work with TCRPC facilitators to generate ideas and record them for consideration as part of the project. The CRA will provide the workshop venue, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 1.3 Deliverables

Specific deliverables will include:

- 1. Completion of Public Workshop 1
- 2. Project Memorandum #2, including
 - a. Workshop 1 Presentation and Documentation
 - b. Summary of Public Input

Anticipated completion for Task 1.3 is 4th Quarter 2019.

Task 1.4: Develop Draft Ocean Mall Conceptual Master Plan

TCRPC will consider due diligence, preliminary market findings, public input, and other data as appropriate to develop a draft Ocean Mall Conceptual Master Plan, including identification of conceptual locations for buildings, parking, roadways and transportation facilities, and public/civic improvements. The Conceptual Master Plan will include estimated quantities of uses, parking requirements, and access to and through the study area. The draft Conceptual Master Plan will be provided to staff for review and subsequently, reviewed in a project coordination meeting prior to presentation.

Task 1.4 Deliverables

Specific deliverables will include:

- 1. Draft Ocean Mall Conceptual Master Plan
- 2. Summary of Key Uses and Quantities

Anticipated completion for Task 1.4 is 1st Quarter 2020.

Task ONE: Anticipated Timeline

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

Task ONE: Fees and Reimbursable Expenses

Professional services described in this scope of services will be performed for a fixed fee in the amount of \$37,000. Estimated costs per task are included as Attachment C. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, 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%	\$3,700
Completion of Public Workshop 1 and Transmittal of Project Memorandum #2	25%	\$9,250
Transmittal of Draft Ocean Mall Conceptual Master Plan	50%	\$18,500
Transmittal of Final Ocean Mall Conceptual Master Plan	15%	\$5,550
Total Cost for Task	100%	\$37,000

TASK TWO: CORE GATEWAY SIGNAGE PROJECT

Task 2.1: Project Kickoff

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development, to clarify the project study area, and as requested by the CRA. The project coordination meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings, including representatives from:

Riviera Beach CRA; City of Riviera Beach; Palm Beach County; Florida Department of Transportation; and Other agencies as needed.

Task 2.3: Stakeholder Meeting

In order to gain public input and inform concepts for candidate properties, TCRPC will facilitate a stakeholder meeting with property and business owners as identified by the CRA. The meeting will include an opening presentation summarizing the goals of the proposed signage program, identification of candidate properties, and examples of prototypical signage improvements. TCRPC will facilitate discussion and record public input for consideration as part of the project. The CRA will provide the meeting venue, public notice as required by CRA regulations, and refreshments. TCRPC will provide meeting facilitators, maps and background data, presentations, and all other workshop materials.

Task 2.3 Deliverables

Specific deliverables will include:

- 1. Completion of Stakeholder Meeting
- 2. Project Memorandum #2, including
 - a. Stakeholder Meeting Presentation and Documentation
 - b. Summary of Public Input

Anticipated completion for Task 2.3 is 4th Quarter 2019.

<u>Task 2.4: Develop Wayfinding Concepts and Signage "Pilot Projects" for Individual Properties and Staff Work Session 2</u>

TCRPC will utilize public input gained through the stakeholder meeting and additional coordination with private property owners to develop pilot signage improvement projects for properties identified in conjunction with CRA staff as well as wayfinding signage for the CRA. The focus of the individual signage improvements will be properties located along the Broadway Avenue and Blue Heron Boulevard corridors in the CRA district. Project materials will include photos of existing conditions and illustrative materials to indicate signage improvements and cost estimates. Pilot projects will be reviewed with CRA staff and property owners prior to public presentation.

Task 2.4 Deliverables

Specific deliverables will include:

- 1. Photos of Existing Signage Conditions
- 2. Illustrative Drawings of Proposed Signage Improvements

Anticipated completion for Task 2.4 is 4th Quarter 2019.

Task 2.5: Develop Draft CRA Signage Improvement Grant Program

TCRPC will develop a draft CRA Signage Improvement Grant Program for addition to the CRA Plan, including program overview, goals, selection criteria, and recommended funding. The program will also include recommended pilot projects as identified in Tasks 2.1 through 2.4.

Completion of Stakeholder Meeting and	Two electronic copies,
Project Memorandum #2	MS Word & PDF formats
Illustrative Drawings of Recommended Wayfinding and Individual Signage Improvements	Line electronic conv
Draft CRA Signage Improvement Grant	One electronic copy,
Program	PDF format
Final CRA Signage Improvement Grant	One electronic copy,
Program	PDF format

Task TWO: Anticipated Timeline

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

Task TWO: Fees and Reimbursable Expenses

Professional services described in this scope of services will be performed for a fixed fee in the amount of \$30,900. Estimated costs per task are included as Attachment C. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, 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%	\$3,090
Transmittal of Illustrative Drawings for Recommended Wayfinding and Individual Property Signage Improvements Plan	25%	\$7,725
Transmittal of Draft CRA Signage Improvement Grant Program	50%	\$15,450
Transmittal of Final CRA Signage Improvement Grant Program	15%	\$4,635
Total Cost for Task	100%	\$30,900

Task 3.2: Due Diligence and Staff Work Session 1

Base Documentation

TCRPC will begin developing, with assistance from the CRA and City, necessary base documentation for the project to include GIS databases, aerial photography, existing stormwater facilities, points of discharge, 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, regulatory agency staff, property owners, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Regulatory Review

TCRPC will provide a review and assessment of the City's Comprehensive Plan, Land Development Regulations, and stormwater master plan. This assessment will identify areas where potential modifications may be necessary to fully implement the Water Quality and Enhancement Program. If needed, specific recommendations for revisions will be part of the program documentation.

Task 3.2 Deliverables

Specific deliverables will include:

- 1. Project Memorandum #1, including
 - a. Field Photos
 - b. Base Map for Stormwater Discharge and Watersheds
 - c. Summary of Existing Conditions and Findings

Anticipated completion for Task 3.2. is $3^{rd} - 4^{th}$ Quarter 2019.

Task 3.3: Outreach Meetings with Stakeholders and Regulatory Agencies

In order to gain input and inform a conceptual stormwater overview, TCRPC will facilitate two project overview meetings, one with regulatory agencies and a second with stakeholders, including property and business owners and residents. The meetings will be coordinated with City staff and include an opening presentation summarizing the goals of the proposed Water Quality and Enhancement Program, illustrative maps to indicate locations of drainage outfalls and large-scale stormwater improvements, existing stormwater deficiencies, general locations for additional stormwater improvements, and consideration of the City's stormwater utility. TCRPC will facilitate discussions and record public input for consideration as part of the project. The CRA will provide the meeting venues, public notice as required by CRA regulations, and refreshments. TCRPC will provide meeting facilitators, maps and background data, presentations, and all other workshop materials.

for stormwater enhancement, and draft Water Quality and Enhancement Program. TCRPC facilitators will assist in public discussion and record public input for consideration as part of the project. The CRA will provide the workshop venue, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 3.5 Deliverables

Specific deliverables will include:

- 1. Completion of Public Workshop
- 2. Project Memorandum #3, including
 - a. Public Workshop Presentation and Documentation
 - b. Summary of Public Input

Anticipated completion for Task 3.5 is 1st Quarter 2020.

Task 3.6: Presentation to CRA Board and Staff Work Session 3

Working with CRA staff, TCRPC will prepare and present an overview of the draft Water Quality and Enhancement Program to the CRA Board. The presentation will include a power point presentation summarizing the due diligence findings, overview of existing conditions, summary of stormwater facilities and deficiencies, points of discharge, opportunities for stormwater enhancement, and draft Water Quality and Enhancement Program. The presentation will also include generalized cost estimates, grant funding opportunities, and a recommended timeline for implementation.

Task 3.6 Deliverables

Specific deliverables will include:

- 1. Summary of Input
- 2. Summary of Public Workshop
- 3. Power point presentation summarizing draft Water Quality and Enhancement Program

Anticipated completion for Task 3.6 is 1st Quarter 2020.

Task 3.7: Develop Final Water Quality and Enhancement Program

TCRPC will consider due diligence, background conditions, stormwater improvements and deficiencies; discharge locations; regulatory agency, stakeholder, public, and Board input; and other data as appropriate to develop a final Water Quality and Enhancement Program designed for inclusion in the CRA Plan. The Project will include a conceptual overview of recommended improvements and enhancements, land acquisition, generalized cost estimates, potential grant funding sources, and a recommended timeline. The final Water Quality and Enhancement Program will be provided to staff for review.

KEY ACTION	% OF TOTAL	FEE
Execution of the Interlocal Agreement	10%	\$4,850
Completion of Stakeholder and Agency Meetings	25%	\$12,125
Transmittal of Draft Water Quality and Enhancement Program, Cost Estimates & Potential Grant Funding	50%	\$24,250
Transmittal of Final Water Quality and Enhancement Program, Cost Estimates & Potential Grant Funding	15%	\$7,275
Total Cost for Task	100%	\$48,500

TASK FOUR: CRA PLAN UPDATE

Task 4.1: Project Kickoff

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development, to clarify the project study area, and as requested by the CRA. The project coordination meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings, including representatives from:

Riviera Beach CRA; City of Riviera Beach; Palm Beach TPA; Florida Department of Transportation; Port of Palm Beach; Adjacent Local Governments; and Other agencies and entities as needed.

A project kickoff meeting will be held with the CRA staff in the first month of the project schedule (included as Attachment B) following execution of the interlocal agreement. In addition, TCRPC will facilitate project coordination meetings as identified in the project schedule and as needed throughout the project's development. TCRPC will be responsible for kickoff meeting logistics, agenda, facilitation, and meeting notes.

To address the project parameters as identified by the CRA, TCRPC will assemble a Project Team that includes the following disciplines: economic and market analysis, retail/development and marketing, economic development, traffic engineering, 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.

- b. Base Map for CRA Plan Update
- c. Assessment of Redevelopment Conditions
- d. Summary of Preliminary Real Estate Market Analysis and Economic Assessment and Findings

Anticipated completion for the Task 1.2. is 4th Quarter 2019.

Task 4.3: Stakeholder Interviews, Public Workshop 1, and Staff Work Session 2

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.

Public Workshop 1

In order to gain public input and provide opportunity for public involvement and engagement, TCRPC will conduct a facilitated public workshop to help refine the vision for the CRA to inform the CRA Plan Update. The workshop will be open to all who are interested. The workshop will include an opening presentation summarizing the due diligence findings, general real estate market analysis and assessment, demographics and market performance, and redevelopment trends, opportunities and challenges. Following the opening presentation, TCRPC facilitators will assist participants to generate public input utilizing "table sessions" wherein participants will be asked to develop maps, drawings, or graphic representations of their ideas for projects and programs within the CRA. The areas of emphasis for consideration in the public workshop are anticipated to include residential, mobility and transportation, workplace/commercial, hospitality/lodging, industrial, marine and the City Marina, infrastructure, environmental, public and civic, and beautification and signage. The identification of special CRA subdistricts and catalytic sites for redevelopment will also be considered.

An opportunity will be provided for each table of participants to present their ideas back to the collective participants. The CRA will provide the workshop venue, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 4.3 Deliverables

Specific deliverables will include:

- 1. Completion of Stakeholder Interviews
- 2. Completion of Public Workshop 1
- 3. Project Memorandum #2, including
 - a. Workshop 1 Presentation and Documentation

Update, completed real estate market analysis and assessment, 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 workshop venue, public notice as required by CRA regulations, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials.

Task 4.5 Deliverables

Specific deliverables will include:

- 1. Completion of Public Workshop 2
- 2. Summary Workshop Presentation
- 3. Summary of Public Input

Anticipated completion for Task 4.5 is 2nd Quarter 2020.

<u>Task 4.6: Presentations to CRA Board, Local Planning Agency, and City Council of Draft CRA Plan Update</u>

Working with CRA staff, TCRPC will prepare and present an overview of the draft CRA Plan Update to the CRA Board, Local Planning Agency, and City Council. The presentations will include a power point presentation summarizing the due diligence findings, public input, overview of existing and projected conditions, real estate market analysis and economic assessment, and recommended projects, programs, capital improvements, and implementation approach.

Task 4.6 Deliverables

Specific deliverables will include:

- 1. Power point Presentations
- 2. Summary of Public Input received from CRA Board, Local Planning Agency, and City Council

Anticipated completion for Task 4.6 is 2nd Quarter 2020.

Task 4.7: Develop Final CRA Plan Update

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 a CRA Complete Streets Mobility Plan as well as projects, programs, identification of capital projects, and implementation approach. The final CRA Plan Update will be provided to staff for review and subsequently reviewed in a project coordination meeting prior to presentation.

Task 4.7 Deliverables

Specific deliverables will include:

1. Final CRA Plan Update, including

Task FOUR: Fees and Reimbursable Expenses

Professional services described in this scope of services will be performed for a fixed fee in the amount of \$149,600. Estimated costs per task are included as Attachment C. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, 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. In the event that funding is secured from the TPA to TCRPC, the amounts due from CRA will be adjusted accordingly. 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%	\$14,960
Completion of Stakeholder Interviews and Preliminary Real Estate Market Assessment	15%	\$22,440
Completion of Workshop 1 and Final Market Assessment	30%	\$44,880
Transmittal of Draft CRA Plan Update	30%	\$44,880
Transmittal of Final CRA Plan Update	15%	\$22,440
Total Cost for Task	100%	\$149,600

TASK TWO	KT	<u>0/0</u>	2019						2	2020					
S	E SE	CORE GATEWAY SIGNAGE PROJECT	AUG SEP OCT NO	NOV DEC	C J JAN	FEB	MAR	APR M.	MAY JUN	J D	AUG	SEP	OCT	NOV	DEC
PROJE	בַּן	PROJECT SCHEDULE	3RD QTR 4TH	4ТН QTR		1ST QTR	~	2ND	2ND QTR		3RD QTR	TR	4	4ТН QTR	~
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2-2	2	DUE DILIGENCE & FIELD WORK STAFF WORK SESSION 1			}										
2-3	3	STAKEHOLDER MEETING													
2- 4	4	DEVELOP WAYFINDING CONCEPTS & SIGNAGE "PILOT PROJECTS" FOR INDIVIDUAL PROPERTIES STAFF WORK SESSION 2													
2-5	2	DEVELOP DRAFT SIGNAGE IMPROVEMENT GRANT PROGRAM													
2-6	9	PRESENTATION OF DRAFT PROGRAM & SIGNAGE CONCEPTS TO CRA BOARD													
2-7	7	DEVELOP FINAL SIGNAGE IMPROVEMENT GRANT PROGRAM													

CRA PLAN UPDATE PROJECT SCHEDULE 4- 1 PROJECT KICKC DUE DILIGENCE 4- 2 PRELIMINARY N STAFF WORK SI STAFF WORK SI STAFF WORK SI STAFF WORK SI APUBLIC WORKS STAFF WORK SI DEVELOP FINAL	DATE	
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PASSANTS IN INVITED SAIDS IN INCOME.	DUE DILIGENCE, FIELD WORK, PRELIMINARY MARKET ASSESSMENT & ECONOMIC FORECAST STAFF WORK SESSION 1	
Series Inches	STAKEHOLDER INTERVIEWS PUBLIC WORKSHOP 1 - VISIONING STAFF WORK SESSION 2	
STAFF W	DEVELOP FINAL MARKET ASSESSMENT & ECONOMIC FORECAST DEVELOP DRAFT CRA PLAN AMENDMENTS DEVELOP DRAFT CRA MOBILITY PLAN STAFF WORK SESSION 3	
4- 5 RECOMIN	PUBLIC WORKSHOP 2 - PRESENTATION OF FINDINGS & RECOMMENDATIONS	
4- 6 PRESENT	PRESENTATION OF DRAFT AMENDMENTS TO CRA BOARD	
4- 7 DEVELOI	DEVELOP FINAL CRA PLAN AMENDMENTS	
4- 8 PRESENT	PRESENTATION OF CRA PLAN AMENDMENTS TO LOCAL PLANNING AGENCY, CRA BOARD & CITY COUNCIL	

TASK -	TASK THREE	CRA WATER QUALITY & ENHANCEMENT PROGRAM	
m	3-1	PROJECT KICKOFF	\$3,000
C	3- 2	DUE DILIGENCE & STAFF WORK SESSION 1	\$5,400
e.	3- 3	OUTREACH MEETINGS WITH STAKEHOLDERS & REGULATORY AGENCIES	\$12,800
3	3- 4	DEVELOP CONCEPTUAL OVERVIEW OF WATER QUALITY & ENHANCEMENT PROGRAM WITH GENERAL COST ESTIMATES & GRANT FUNDING OPPORTUNITIES	\$11,000
c	3-5	PUBLIC WORKSHOP	\$5,500
Ю	3-6	PRESENTATION OF DRAFT WATER QUALITY & ENHANCEMENT PROGRAM TO CRA BOARD	\$3,600
e .	3-7	DEVELOP FINAL WATER QUALITY & ENHANCEMENT PROGRAM	\$7,200
1000		TOTAL PER TASK	\$48,500
TASK FOUR	FOUR	CRA PLAN UPDATE	
4	. н	PROJECT KICKOFF	\$2,400
4	. 2	DUE DILIGENCE, FIELD WORK, PRELIMINARY MARKET ASSESSMENT & ECONOMIC FORECAST, STAFF WORK SESSION 1	\$23,800
4	m	STAKEHOLDER INTERVIEWS, PUBLIC WORKSHOP 1 - VISIONING, STAFF WORK SESSION 2	\$21,600
-4	4	DEVELOP FINAL MARKET ASSESSMENT & ECONOMIC FORECAST, DEVELOP DRAFT CRA PLAN AMENDMENTS, DEVELOP DRAFT CRA MOBILITY PLAN, STAFF WORK SESSION 3	\$66,400
-4	r.	PUBLIC WORKSHOP 2 - PRESENTATION OF FINDINGS & RECOMMENDATIONS	\$6,500
4	9	PRESENTATION OF DRAFT AMENDMENTS TO CRA BOARD	\$2,800
-4	7	DEVELOP FINAL CRA PLAN AMENDMENTS	\$21,600
4	∞	PRESENTATION OF CRA PLAN AMENDMENTS TO LOCAL PLANNING AGENCY, CRA BOARD & CITY COUNCIL	\$4,500
		TOTAL PER TASK	\$149,600
		TOTAL, ALL TASKS*	\$266,000
		* Budget anticipates \$25.000 from TPA for CRA Mobility Plan (as next of CPA plan)	
		occept an included by John 1978 101 CRA Mobility Plan (as part of CRA Plan).	

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