

13. 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 SERVICE TO THE AGENCY IN IMPLEMENTING THE CONCEPT PLAN FOR THE MARINA DISTRICT; 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.



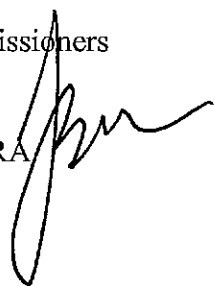
Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown, Executive Director, Riviera Beach CRA 

DATE: May 23, 2012

CC: Ruth Jones, City Manager
Michael Haygood, Interim CRA Attorney

SUBJECT: Agenda Item No. 14; Resolution Approving an Interlocal Agreement with Treasure Coast Regional Planning Council for Continuing Services to provide assistance with revisions to the Marine District South Master Plan, Phase One Site Plan and Master Plan for the Broadway Corridor.

Request for Board Action:

The attached Interlocal Agreement for continuing services with Treasure Coast Regional Planning Council will allow them to assist the CRA with development of a revised Master Plan and Site Plan for the Marine District South area and to assist with the development of a Broadway Corridor Master Plan from 11th street to 22nd Court.

Background:

It is important that we continue to work cooperatively with Viking and the other major property owners to create a shared vision for the improvement of our central business district. The Board's action to this request gives us additional resources to contribute to the design and development process to further a final site plan application at the Marina and to create a shared vision for the redevelopment of the Broadway corridor. To this end, we proposed to engage the Treasure Coast Regional Planning Council (TCRPC) to enhance our planning and development capacity under a continuing services contract. The investments being made and planned by the private sector are important. TCRPC will serve as our resource. We will coordinate this activity with Viking to reflect the contributions they have made to secure Live Work Learn Play (LWLP) to create a regional destination and theme.

The TCRPC will work cooperatively with LWLP to ensure that the public's interests are integrated with private development and the CRA Plan. The contract will allow TCRPC to provide assistance for

tasks determined by the Executive Director with compensation provided at \$150 per hour and a maximum contract amount not to exceed \$50,000.

TCRPC is aptly qualified to perform these services. On October 20, 2007, TCRPC conducted a week long Town Hall Meeting and Citizen Design Charrette towards development of the Citizens Master Plan which was completed in February 2008. On July 21, 2008, they were engaged by the CRA to prepare a new CRA Plan, and related Comprehensive Plan Amendments & Land Development Regulations. In July 2011, the CRA approved the new CRA Plan which was based on the Citizen's Master Plan.

Recommendation:

The CRA staff recommends approval of the Resolution authorizing the Interlocal agreement with TCRPC as presented.

RESOLUTION NO. 2012-___

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 SERVICE TO THE AGENCY IN IMPLEMENTING THE CONCEPT PLAN FOR THE MARINA DISTRICT; 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, the CITY created the CRA in 1974 consistent with the Community Redevelopment Act. The fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight. In 1999, the CITY performed a “Finding of Necessity”, which allowed the CITY to expand the CRA boundary and adopted the “Finding of Necessity” per Resolution No. 88-01; and

WHEREAS on July 20, 2011, the City adopted a CRA Plan containing a conceptual redevelopment plan known as the Citizen’s Master Plan for the CRA area; and

WHEREAS, the Agency desires to take the necessary actions to implement the concepts and intent of the Citizens’ Master Plan contained within the CRA Plan by retaining TCRPC to provide certain professional services;

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:

SECTION 1. The Agency hereby approves the attached Interlocal Agreement between Treasure Coast Regional Planning Council and the Riviera Beach Community Redevelopment Agency.

SECTION 2. 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 18TH day of June, 2012.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: BILLIE E. BROOKS
Title: Chairperson

ATTEST:

Executive Director

Approved as to form and legal sufficiency

MOTION BY: _____

SECONDED BY: _____

B. BROOKS _____
D. PARDO _____
C. THOMAS _____
S. LOWE _____
J. DAVIS _____

J. Michael Haygood
Date _____
Haygood & Harris LLC
General Counsel to CRA

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

This Interlocal Agreement is entered in this 18th day of June 2012 by and among Riviera Beach Community Redevelopment Agency (herein referred to as "CRA"), and Treasure Coast Regional Planning Council (herein referred to as "Council"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

Whereas, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969, "authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other 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 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 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 Florida State Statutes, the area hereinafter referred to as the "CRA area;" and

Whereas, on July 20, 2011, the City and CRA adopted a CRA Plan containing a conceptual redevelopment plan known as the Citizen's Master Plan for the CRA area; and

Whereas, the CRA desires to take the necessary actions to implement the concepts and intent of the Citizens' Master Plan contained within the CRA Plan; and

WHEREAS, the CRA and the City entered into a master development agreement with Viking Developers, LLC ("Master Development Agreement") which set forth the duties and obligations of the parties in implementing the Concept Plan; and

WHEREAS, Viking Developers, LLC has designated Live Work and Play ("LWLP") as its representative in the implement action of the Concept Plan: and

Whereas, the CRA, and the Council desire to enter into a continuing services agreement to facilitate implementation of the CRA Plan by providing advisory and design oversight functions on behalf of the CRA related to: master planning and site planning and other

necessary work within the Marine District South Area, and the Broadway Corridor between 11th and 22nd Court; and

Whereas, undertaking elements of this work to facilitate implementation of the concepts and intent of the CRA Plan is in the best interest of the citizens of the City of Riviera Beach, Florida.

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

SECTION 1. PURPOSE

- A. The purpose of this Continuing Service Agreement is to contract with the Council to assist the CRA with the implementation of the concepts and intent of the CRA Plan containing the Citizens' Master Plan. The Council shall also assist the CRA staff to negotiate the development of project elements per the Master Development Agreement and to prepare revisions to the Marine District South Master Plan and Phase One Site Plan.
- B. The services described herein shall begin upon execution of this Agreement and shall continue, on an on-going basis, for the duration of mutual agreement between the CRA and the Council.
- C. The CRA and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Continuing Services Agreement shall commence upon execution by all parties and shall be renewed or terminated when the project reaches the maximum number of billable hours (333) permitted by the contract. The Council shall work on projects determined by the CRA Executive Director. These projects are identified in the schedule contained in **Attachment A** unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The CRA, and Council agree to be governed by applicable local, state and federal laws, rules and regulations.
- C. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- D. The CRA agrees to:
 - 1. Provide all files, data, and information that are available as requested by the Council.

2. Process all requests for reimbursement in a timely manner

SECTION 3. FUNDING/CONSIDERATION

- A. This is a Continuing Service Agreement. As consideration for performance of work rendered under this Agreement, the CRA agrees to pay the Council an hourly rate of \$150. per hour. The contract shall not to exceed 333 hours or \$50,000. The Council shall submit hourly estimates for approval of the CRA Executive Director for all work to be completed under this agreement. This amount includes travel and attendance at all public meetings.
- B. The Council shall look solely to the CRA for payment. The Council is a consultant to the CRA and shall confer with the Executive Director of the CRA on issues of conflict between the City and CRA.

SECTION 4. TERMINATION

This Agreement may be cancelled by the Council upon thirty (30) days prior written notice to the CRA and City's representative in the event of substantial failure by the CRA to perform in accordance with the terms of this Agreement through no fault of the Council; provided the CRA shall fail to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CRA, with or without cause, immediately upon written notice to the Council. Unless the Council is in breach of this Agreement, the Council shall be paid for services rendered to the CRA's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA the Council 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

The Council represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. 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 Council 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 Council agrees that it is fully responsible to the CRA for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the Council. 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 Council 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 Council 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 Council of its liability and obligations under this Agreement.
- B. The Council shall maintain, during the life of this Agreement, commercial general liability insurance in the amount of \$500,000 per occurrence to protect the Council 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 such operations be by the Council or by anyone directly or indirectly employed by or contracting with the Council.
- C. The Council shall maintain during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Council from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the Council or by anyone, directly or indirectly, employed by the Council.

SECTION 7. REMEDIES

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

SECTION 8. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly

or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 9. AVAILABILITY OF FUNDS

The CRA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the BOARD OF COMMISISONERS OF THE RIVIERA BEACH COMMUNITY REDEVELPOMENT AGENCY.

SECTION 10. DELAYS AND EXTENSIONS OF TIME

The Council shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Council or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of god; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions;

Upon the Council's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Council's failure to perform was without it 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 Council 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 Council'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. Council 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:

CRA Executive Director – Tony T. Brown
2001 Broadway, Suite 300, Riviera Beach, FL 33404
CRA Attorney – J. Michael Haygood
1551 Forum Place, Suite 400 B, West Palm Beach, FL 33401

For The Council:

Executive Director – Michael J. Busha
421 SW Camden Avenue, Stuart, FL 34994

SECTION 12. 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 and advance requests of the CRA, its employees and agents.

SECTION 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Council shall deliver to the CRA's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA under this Agreement.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the CRA's expense shall be and remain the CRA's property and may be reproduced and reused at the discretion of the CRA.

The CRA and the Council shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations, made 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 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Council 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 Council sole direction, supervision, and control. The Council shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Council'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 Council 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 15. CONTINGENT FEES

The Council warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Council 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 Council, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. NON-DISCRIMINATION

The Council warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Council shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

SECTION 17. SEVERABILITY

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

SECTION 18. ENTIRETY OF AGREEMENT

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

SECTION 19. VENUE

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

SECTION 20. ATTORNEY'S FEES

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

SECTION 21. DELEGATION OF DUTY

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

SECTION 22. FILING

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

SECTION 23. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the last of the CRA Board, and the Treasure Coast Regional Planning Council Executive Director, the due execution thereof by the proper officer of the Regional Planning Council, and the CRA.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

By: _____
Tony T. Brown
Executive Director

**Riviera Beach Community
Redevelopment Agency**

By: _____
Name: Billie Brooks
Title: CRA Board Chairperson

Approved as to form:

By: _____
J. Michael Haygood
CRA Attorney

ATTEST:

By: _____
Sandra Gippert
Accounting Manager

Treasure Coast Regional Planning Council

By: _____
Michael J. Busha, AICP
As its Executive Director

ATTACHMENT A
IMPLEMENTATION OF THE
CONCEPTUAL MASTER PLAN FOR THE CRA AREA
CONTINUING SERVICES AGREEMENT

The Council will provide specified advisory, design oversight and other planning services as requested through written Task Assignments from the CRA Executive Director.

Task Assignments will describe the requested services in detail and shall be accompanied by appropriate back-up materials required to complete the work. An estimated task budget and a due date for related project deliverables shall also be provided to the Council in the Task Assignment.

The Council shall review the Task Assignment and will indicate acceptance of the assigned duties therein with a signature from the Executive Director of the TCRPC. The Task Assignment will be returned to the CRA upon execution to indicate acceptance of the assigned duties and timeframe described therein. The Council will also assign a project completion date at the time of execution and acceptance of individual Task Assignments.

It is anticipated that some elements of the work listed below will be requested for completion under this agreement:

- Co-staff with Live Work Learn Play (LWLP), the Joint Work Team and participate in negotiations with the CRA and Viking on the development of project elements.
- Assist with revisions to the November 2011 Site Plan and the Master Plan for the Marine District South which is to include all public elements and in cooperation with LWLP- all private elements, and shall identify:
 1. Future buildings, parks, parking areas, and public open spaces;
 2. Existing ownership and parcel boundary information, mapped in a manner to assist with property acquisition and swaps, as they relate to the master plan;
 3. Right-of-way information including areas of expansion or contraction;
 4. Public street sections and treatment;
 5. Parcel and development square-footages and parking calculations;
 6. A general tenant mix plan and development program as, in part, established by the Market Overview to be performed by LWLP;
 7. An analysis of proposed redevelopment as it relates to existing Land Use and Land Development Regulation requirements.
- Assist with development of the specific phasing plan which focuses on initial public investment and development that is coordinated with subsequent private development for the first phase of development submitted for site plan approval.

- Assist with development of a district-wide parking study to establish a strategy for assessing and satisfying the future parking demand of all projected uses for the area in a manner consistent with creating a comfortable, healthy and valuable pedestrian environment.
- Assist with development of a business plan or “pro forma” for Newcomb Hall that will include recommendations on its future use, operation, management and maintenance.
- Review any documents and analyses prepared by the Joint Work Team in support of the master plan and site plan application especially elements related to negotiated project elements with Viking to include but not limited to:
 1. Newcomb Hall
 2. Riviera Beach Public Market
 3. Bicentennial Park improvements
 4. Public parking (structured and surface)
 5. Public plazas, Visitor Center, promenades, and access ways
 6. Future private development (location, use, quantity, and scale)
- Council will serve as the CRAs agent/arbitrator on the final design and contents of the master plan and Phase 1 site plan application. The CRA shall direct the Council accordingly.
- As a co-executive of the Joint Work Team, develop recommendations for short- and long-term actions the CRA and City can undertake to support and encourage redevelopment of the Broadway corridor with emphasis on private development.
- Consult with an urban designer/retail specialist of the Joint Work Team’s choosing to assist in development of the Broadway conceptual master plan.
- Provide comments to any changes proposed by Viking/LWLP to the City’s Land Development Regulations for the CRA.
- Attend, present, and participate in Planning and Zoning Board workshops and public hearings required for review and the conceptual master plan. Assist in revising the master plan and site plan application and Phase 1 site plan application for Marine District South per Planning and Zoning Board comments and submit back to City and CRA staff for review and recommendation for approval.
- Attend, present, and participate in CRA Board workshops and public hearings to review and approve the master plan and Phase 1 site plan application for Marine District South. Assist in revising master plan and site plan application per CRA Board’s comments and submit back to City and CRA staff for review and recommendation of approval to CRA Board.

Process for Collaboration Between the Council, City, CRA, Viking Developers, LLC and LiveWorkLearnPlay (LWLP)

The council will first serve as an advisor to the City/CRA as the parties negotiate the development of project elements in accordance with article two (2) of the Master Developer Agreement. The Council's work will be provided as needed and negotiated by the CRA Executive Director, and work may be deferred and/or modified should negotiations assign various responsibilities to LWLP.

Co-staff Joint Work Team and work cooperatively with LWLP on assigned projects described above which require the collaboration of the Council, City, CRA, Viking Developers LLC, LWLP and others. All aspects of the work defined above will require coordination and cooperation of all parties.

Available background information and data will be provided to the Council by the City, CRA, Viking Developers, LLC and LWLP. This information and data includes, but is not limited to surveys, plans, maps and engineering drawings. Requested but unavailable information will be provided/collected by the Council to the extent possible.

Upon accepting final Council drafts requiring review or adoption by the City or CRA, the City and CRA shall be responsible for scheduling all public meetings, or hearings, legal advertising, required notice signage, and otherwise publishing/noticing all required public meetings. All public meetings shall be scheduled without undue delay.

The CRA shall be responsible for all fees and expenses related to work provided by the CRA's Owner's Representative.

FEES AND REIMBURSABLE EXPENSES

Professional services payable to TCRPC are by an hourly rate of \$150. per hour. This amount includes travel and attendance at all public meetings. Out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services Council is providing, are not payable according to the schedules outlined herein. Such expenses shall be submitted to the CRA for direct reimbursement.

The CRA will solely be responsible for payment and Council shall not look to the City for any payments. The Council is the sole consultant to the CRA and shall defer to the Executive Director of the CRA on issues of conflict between the City and CRA.

FORMAT OF DELIVERABLES

Deliverables and their format, content and quantities shall be determined with each requested Task Assignment.