



20 N. Swinton Avenue
Delray Beach, FL 3444

Agenda Item # **8F**
June 8, 2017

~ **CRA BOARD SUMMARY** ~

SECOND AMENDMENT TO DEVELOPMENT SERVICES CONTINUING CONTRACT – PMG ASSOCIATES, RMA, IBI GROUP & WTL+a

At the May 9, 2013, CRA Board Meeting a Request for Qualifications (RFQ) was issued to provide services associated with redevelopment projects including fiscal analysis, market analysis, preparation of pro formas, and other planning and real estate related services to be performed on a continuing contract basis.

On June 27, 2013 the CRA board directed staff to enter into contract negotiations with the following four (4) firms:

1. PMG Associates, Inc.
2. Redevelopment Management Associates, LLC (RMA)
3. IBI Group Florida, Inc.
4. WTL+a

On July 25, 2013, the CRA Board approved the Agreements for Project Development, Financial, and Real Estate Management Analysis and Services with PMG, RMA, IBI Group and WTL+a. The term of the Agreements was for an initial three (3) year period, commencing on August 14, 2013, with the option to renew on an annual basis for up to three (3) additional one (1) year terms by providing the Consultants with written notice. At the April 28, 2016 Board Meeting, an Amendment was approved to extend the contract for an additional one (1) year period. The first amended contract will expire on August 13, 2017

Examples of the projects worked on by the consultants include:

- IBI Group – Update the West Atlantic Avenue Redevelopment Plan (CRA Sub-area 3) and Southwest Area Neighborhood (CRA Sub-Area 8) Redevelopment Plan, as well as inclusion of a plan for the Northwest Neighborhood (CRA Sub-Area 4,) and consolidating the Plans into one comprehensive document for The Set Transformation Plan (In process).
- PMG Associates – TIF Analyses associated with RFPs.
- RMA – Community Redevelopment Plan Update and Old School Square Center for the Arts Campus/ Park Visioning Meetings.
- WTL+a - The North Federal Highway Real Estate Market Analysis.

The consultants have agreed to maintain their rates as approved in 2013. There was additional language added to the Second Amendment to include conflicts of interest.

The CRA anticipates it will need these development services in the upcoming year for updates to the Community Redevelopment Plan, redevelopment/neighborhood plans as well as financial and economic impact/market analysis and/or planning services. Given the other RFQs, RFPs and RFBs the CRA is processing, CRA staff would like to extend the contracts with each of the four consultants for an additional year up to and including August 14, 2018.

Recommended Action:

1. Approve the Second Amendment to the Agreement with PMG Associates, Inc. to provide for Project Development, Financial, and Real Estate Management Analysis and Services, and extend the term for a period of twelve (12) months, expiring on August 14, 2018.
2. Approve the Second Amendment to the Agreement with Redevelopment Management Associates, LLC to provide for Project Development, Financial, and Real Estate Management Analysis and Services, and extend the term for a period of twelve (12) months, expiring on August 14, 2018.

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3. Approve the Second Amendment to the Agreement with IBI Group Florida, Inc. to provide for Project Development, Financial, and Real Estate Management Analysis and Services, and extend the term for a period of twelve (12) months, expiring on August 14, 2018.
4. Approve the Second Amendment to the Agreement with WTL+a to provide for Project Development, Financial, and Real Estate Management Analysis and Services, and extend the term for a period of twelve (12) months, expiring on August 14, 2018.

Submitted By: Krista Walker, Contract Manager

Attachment(s): Second Amendment to Agreements with PMG, RMA, IBI Group and WTL+a

**SECOND AMENDMENT TO AGREEMENT FOR PROJECT DEVELOPMENT,
FINANCIAL, AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES
BETWEEN
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
PMG ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT DEVELOPMENT, FINANCIAL AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES ("Amendment") is made this ____ day of _____, 2017, by and between DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter called the "CRA", whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and PMG Associates, Inc., hereinafter called the "CONSULTANT", whose address is 3880 NW 2nd Court, Deerfield Beach, Florida 33442. CRA and CONSULTANT hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, on July 25, 2013, the Parties entered into a three-year Agreement ("Original Agreement") for Project Development, Financial, Real Estate Management Analysis and Services; and

WHEREAS, Section 2 of the Original Agreement provides for the ability of the Parties to extend the Original Agreement for up to three (3) one year terms; and

WHEREAS, on April 29, 2016, the Parties entered into a First Amendment to the Original Agreement to renew the Original Agreement for one (1) additional year and to include a provision prohibiting contingency fees; and

WHEREAS, the current term is due to expire on August 13, 2017; and

WHEREAS, the Parties desire to amend the Original Agreement in order to provide for an extension of the Original Agreement for an additional one (1) year term as provided herein, and to provide for additional terms and conditions related to potential conflicts of interest.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the CONSULTANT and the CRA agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CRA and CONSULTANT hereby agree to renew the Original Agreement, as amended for one (1) additional year, commencing on August 14, 2017, up through and including August 13, 2018.

SECTION 3. The Original Agreement is hereby amended by including a new Section 19, "Conflicts of Interest" to read as follows:

19. CONFLICTS OF INTEREST.

A. CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, or others performing real estate development and/or land planning projects within the boundaries of the Delray Beach Community Redevelopment Agency's Redevelopment Area which is determined by the CRA as a conflict of interest with the CONSULTANT's work for the CRA.

B. If the CRA determines that such a conflict exists, the CRA shall have the right to terminate the Agreement after providing written notice to the CONSULTANT of the conflict, pursuant to the terms of the Agreement, and after failing to resolve the conflict within 30 days after said notice is received by CONSULTANT, the CRA reserves the right to unilaterally terminate the Agreement.

SECTION 4. The Parties agree that in all other respects the Original Agreement as Amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
REGINALD A. COX, CHAIR

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

PMG ASSOCIATES, INC.

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

(SEAL)

Print Name and Title

STATE OF _____)
)SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of PMG Associates, Inc., for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

**SECOND AMENDMENT TO AGREEMENT FOR PROJECT DEVELOPMENT,
FINANCIAL, AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES
BETWEEN
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
IBI GROUP (FLORIDA) INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT DEVELOPMENT, FINANCIAL, AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES (the "Amendment") is made this ____ day of _____, 2017, by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter called the "CRA", whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and **IBI Group (Florida) Inc.**, hereinafter called the "CONSULTANT", whose address is 2200 Park Central Boulevard-North, Suite 100, Pompano Beach, Florida 33064. CRA and CONSULTANT hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, on July 25, 2013, the Parties entered into a three-year Agreement ("Original Agreement") for Project Development, Financial, and Real Estate Management Analysis and Services; and

WHEREAS, Section 2 of the Original Agreement provides for the ability of the Parties to extend the Original Agreement for up to three (3) one year terms; and

WHEREAS, on March 25, 2016, the parties entered into a First Amendment to the Original Agreement to renew the Original Agreement for one (1) additional year and to include a provision prohibiting contingency fees; and

WHEREAS, the current term is due to expire on August 13, 2017; and

WHEREAS, the Parties desire to renew the Original Agreement for in order to provide an extension of the Original Agreement for an additional one (1) year term as provided herein, and to provide for additional terms and conditions related to potential conflicts of interest.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the CONSULTANT and the CRA agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CRA and CONSULTANT hereby agree to renew the Original Agreement, as amended for one (1) additional year, commencing on August 14, 2017, up through and including August 13, 2018.

SECTION 3. The Original Agreement is hereby amended by including a new Section 19, "Conflicts of Interest" to read as follows:

19. CONFLICTS OF INTEREST.

A. CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, or others performing real estate development and/or land planning projects within the boundaries of the Delray Beach Community Redevelopment Agency's Redevelopment Area which is determined by the CRA as a conflict of interest with the CONSULTANT's work for the CRA.

B. If the CRA determines that such a conflict exists the CRA shall have the right to terminate the Agreement after providing written notice to the CONSULTANT of the conflict, pursuant to the terms of the Agreement, and after failing to resolve the conflict within 30 days after said notice is received by CONSULTANT, the CRA reserves the right to unilaterally terminate the Agreement.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as Amended by the First Amendment and this Second Amendment shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
REGINALD A. COX, CHAIR

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

IBI GROUP (FLORIDA) INC.

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

(SEAL)

Print Name and Title

STATE OF _____)
)SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of IBI GROUP (FLORIDA) INC., for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

**SECOND AMENDMENT TO AGREEMENT FOR PROJECT DEVELOPMENT,
FINANCIAL, AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES
BETWEEN
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT DEVELOPMENT, FINANCIAL AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES ("Amendment") is made this ____ day of _____, 2017, by and between DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter called the "CRA", whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC ("RMA"), hereinafter called the "CONSULTANT", whose address is 2302 East Atlantic Blvd., Pompano Beach, Florida 33062. CRA and CONSULTANT hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, on July 25, 2013, the Parties entered into a three-year Agreement ("Original Agreement") for Project Development, Financial, Real Estate Management Analysis and Services; and

WHEREAS, Section 2 of the Original Agreement provides for the ability of the Parties to extend the Original Agreement for up to three (3) one year terms; and

WHEREAS, on April 29, 2016, the parties entered into a First Amendment to the Original Agreement to renew the Original Agreement for one (1) additional year and to include a provision prohibiting contingency fees; and

WHEREAS, the current term is due to expire on August 13, 2017; and

WHEREAS, the Parties desire to amend the Original Agreement in order to provide for an extension of the Original Agreement for an additional one (1) year term as provided herein, and to provide for additional terms and conditions related to potential conflicts of interest.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the CONSULTANT and the CRA agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. CRA and CONSULTANT hereby agree to renew the Original Agreement, as amended for one (1) additional year, commencing on August 14, 2017, up through, and including August 13, 2018.

SECTION 3. The Original Agreement is hereby amended by including a new Section 19, "Conflicts of Interest" to read as follows:

19. CONFLICTS OF INTEREST.

A. CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, or others performing real estate development and/or land planning projects within the boundaries of the Delray Beach Community Redevelopment Agency's Redevelopment Area which is determined by the CRA as a conflict of interest with the CONSULTANT's work for the CRA.

B. If the CRA determines that such a conflict exists the CRA shall have the right to terminate the Agreement after providing written notice to the CONSULTANT of the conflict, pursuant to the terms of the Agreement, and after failing to resolve the conflict within 30 days after said notice is received by CONSULTANT, the CRA reserves the right to unilaterally terminate the Agreement.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as Amended by the First Amendment and this Second Amendment shall remain in full force and effect, except as specifically modified herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
REGINALD A. COX, CHAIR

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

REDEVELOPMENT MANAGEMENT
ASSOCIATES, LLC

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

Print Name and Title

(SEAL)

STATE OF _____)
)SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC., for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

**SECOND AMENDMENT TO AGREEMENT FOR PROJECT DEVELOPMENT,
FINANCIAL, AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES
BETWEEN
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
WTL+a**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT DEVELOPMENT, FINANCIAL AND REAL ESTATE MANAGEMENT ANALYSIS AND SERVICES ("Amendment") is made this ____ day of _____, 2017, by and between DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter called the "CRA", whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and WTL+a, hereinafter called the "CONSULTANT", whose address is 4235 South Dakota, NE, Washington, DC 20017. CRA and CONSULTANT hereafter are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, on July 25, 2013, the Parties entered into a three-year Agreement ("Original Agreement") for Project Development, Financial, Real Estate Management Analysis and Services; and

WHEREAS, Section 2 of the Original Agreement provides for the ability of the Parties to extend the Original Agreement for up to three (3) one year terms; and

WHEREAS, on April 21, 2016, the parties entered into a First Amendment to the Original Agreement to renew the Original Agreement for one (1) additional year and to include a provision prohibiting contingency fees; and

WHEREAS, the current term is due to expire on August 13, 2017; and

WHEREAS, the Parties desire to amend the Original Agreement in order to provide for an extension of the Original Agreement for an additional one (1) year term as provided herein, and to provide for additional terms and conditions related to potential conflicts of interest.

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19. CONFLICTS OF INTEREST.

A. CONSULTANT agrees not to accept employment during the time this Agreement (Contract) is in effect from any builder, land developer, or others performing real estate development and/or land planning projects within the boundaries of the Delray Beach Community Redevelopment Agency's Redevelopment Area which is determined by the CRA as a conflict of interest with the CONSULTANT's work for the CRA.

B. If the CRA determines that such a conflict exists the CRA shall have the right to terminate the Agreement after providing written notice to the CONSULTANT of the conflict, pursuant to the terms of the Agreement, and after failing to resolve the conflict within 30 days after said notice is received by CONSULTANT, the CRA reserves the right to unilaterally terminate the Agreement.

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DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
REGINALD A. COX, CHAIR

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

WTL+a

By: _____

ATTEST:

Print Name: _____

By: _____

Title: _____

Print Name and Title

(SEAL)

