



20 N. Swinton Avenue
Delray Beach, FL 33444

Workshop Agenda Item: *4.a*
January 25, 2018

~ CRA BOARD SUMMARY ~

DISCUSSION – CRA/WARC PARTNERSHIP AGREEMENT

The West Atlantic Redevelopment Coalition (WARC) is a private 501(c)(3) nonprofit corporation created in 1996 out of the 1993 Vision for West Atlantic, to represent and support the community as an advisor to the City and the CRA regarding development in The Set. WARC's initial role was to help oversee the implementation of the West Atlantic Redevelopment Plan, while acting as a liaison between merchants in The Set and the City/CRA. The WARC's Board of Directors also serves as the architectural review committee for project applications within the West Atlantic Overlay that come through the Planning, Zoning, & Building Department.

The CRA has provided varying levels of financial and staff support to WARC over the years including the 2012 Memorandum of Understanding (MOU) and the West Atlantic Redevelopment Director position approved in March 2015. However, with the expiration of the MOU in December of 2014, much of WARC's relationships have organically grown through the efforts of the WARC Board of Directors, but due to the lack of an agreement with other entities, certain organizational support mechanisms, WARC's objectives, and formats for communication with other entities are not clearly defined.

Despite lacking substantial resources, however, WARC has been productive and influential in the process and progress of prioritizing The Set's growth, including its establishment of a comprehensive committee structure as it relates to the objective goals in the area.

At its meeting of January 11, 2018, the CRA Board discussed a potential partnership with WARC as it relates to various initiatives to help fulfill the CRA's mission and in relation to The Set Transformation Plan. After discussing the item, the CRA Board gave direction for the CRA Executive Director, WARC Chair Chuck Ridley, CRA Commissioner/WARC Board Liaison, Reginald Cox, and CRA Legal Counsel to meet and draft an Agreement defining the guidelines and responsibilities between the CRA and WARC, in order to prioritize the growth of The Set including, but not limited to, the mutual responsibilities related to funding, economic development initiatives, administrative support, organizational structures, marketing and promotion of The Set.

The CRA has traditionally assisted not-for-profit corporations with capacity building. Entities such as the Delray Beach Community Land Trust, Creative City Collaborative, and Delray Beach Marketing Cooperative have benefitted from administrative and financial assistance provided by the CRA. The Agreements with the referenced entities were utilized as a guide in preparing the attached draft Programming and Funding Agreement between WARC and the CRA, which is provided for discussion. The Agreement includes:

- The CRA providing administrative and technical support: The Set Redevelopment Director, administrative support of WARC, Office space and Equipment in the initial phase of the agreement;
- CRA to provide funding, sponsoring and support of WARC activities - To Be Determined;
- WARC Board of Directors, in conjunction with The Set Redevelopment Director, shall provide Community Liaison Services
- WARC to advocate on behalf of the CRA to The Set Community, City of Delray Beach, and the redevelopment community at large;
- WARC to appoint liaison to the CRA Board.
- Funding request process
- Quarterly reporting requirements.

Submitted By: Jeff Costello, Executive Director
Attachments: DRAFT CRA-WARC Partnership Agreement

**PROGRAMMING AND FUNDING AGREEMENT BETWEEN THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
THE WEST ATLANTIC REDEVELOPMENT COALITION, INC.**

THIS AGREEMENT is made this ____ day of _____, 2018 by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency, (hereinafter referred to as "**CRA**"), and **THE WEST ATLANTIC REDEVELOPMENT COALITION, INC.**, a Florida not-for-profit corporation., (hereinafter referred to as the "**WARC**").

WITNESSETH:

WHEREAS, the **CRA** has provided funding to assist not-for-profit corporations that support redevelopment and economic development activities within the City of Delray Beach Community Redevelopment Area; and

WHEREAS, the **CRA** provides the funding to certain not-for-profit corporations in order to assist the entities with programming, administration, capacity building, and associated activities in an effort to further the **CRA's** redevelopment plan within the Community Redevelopment Area, in a manner consistent with the provisions of Chapter 163, Part III, Florida Statutes; and

WHEREAS, **WARC** is a not-for-profit corporation which serves and promotes the residents and businesses located in The Set, including economic development and redevelopment activities and programs that are specific to the Northwest Neighborhood (Subarea 4), Southwest Neighborhood (Subarea 8) and West Atlantic Avenue Commercial Corridor of The Set; and

WHEREAS, it is **WARC's** purpose and goal to increase the positive image of The Set, engage citizen participation in planning efforts, provide employment

opportunities for residents, provide opportunities for minority/disadvantaged business ownership, provide adequate neighborhood servicing shopping opportunities, develop The Set without displacing residents and businesses, increase safe multimodal connectivity (i.e. sidewalks, bike paths, alleyways, maintained roadways, etc.); and

WHEREAS, furthermore, it is **WARC's** goal to increase affordable, attainable and mixed-income housing stock, especially on vacant lots, improve pedestrian flow fronting Atlantic Avenue adjacent to municipal and county facilities, increase safety, cleanliness and quality of life for residents and visitors alike within The Set, support the beautification of Atlantic Avenue and side streets, promote public art, fund and assist in the continued maintenance and sustainability of both public and private investments – residential and commercial, upgrade and maintain the light industrial district in the Southwest Neighborhood, and eradicate the area of blight with high quality property maintenance standards and the leasing or temporary activation and beautification of vacant properties within the Delray Beach Community Redevelopment Area, all in a manner consistent with the **CRA's** redevelopment plan and

WHEREAS, the **CRA** Board finds that the services and programs provided by **WARC** further the goals and objectives of the **CRA** as contained in the **CRA's** Redevelopment Plan, specific to the Northwest Neighborhood (Subarea 4), Southwest Neighborhood (Subarea 8) and West Atlantic Avenue Commercial Corridor of The Set, by increasing the positive image of the area; engaging citizen participation in planning efforts and civic stewardship; advocating and coordinating for employment opportunities for residents; advocating and coordinating for opportunities for minority/disadvantaged business ownership; advocating and convening for neighborhood-compatible

redevelopment inclusive of identified priority uses such as mixed-income housing, full service grocery, financial institutions, health and wellness facilities, family entertainment and social gathering places, affordable small business spaces, and ; developing without displacing residents and businesses; increasing safe multimodal connectivity (i.e. sidewalks, bike paths, alleyways, maintained roadways, etc.); increasing affordable, attainable and mixed-income housing stock, especially on vacant lots; improving pedestrian flow fronting the Avenue adjacent to municipal and county facilities; increasing safety, cleanliness and quality of life for residents and visitors alike; beautifying the Avenue and side streets; promoting public art; funding and assisting in the continued maintenance and sustainability of both public and private investments – residential and commercial; upgrading and maintaining the light industrial district in the Southwest Neighborhood; and eradicating the area of blight with high quality property maintenance standards and the leasing or temporary activation and beautification of vacant properties by encouraging development without displacement, redevelopment and employment within The Set, and are in the best interest of the **CRA**; and

WHEREAS, the **CRA** will provide assistance to **WARC**, in the form of assistance and coordination with administration, programming, and funding, pursuant to the terms and conditions of this Agreement and any amendments thereto, in order to assist **WARC** with activities that address the goals and objectives contained in the **CRA's** Redevelopment Plan; and

WHEREAS, the **CRA** finds that this Agreement serves a municipal and public purpose, is consistent with the **CRA's** Redevelopment Plan, and conforms to the requirements of Florida law.

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

1. The recitations set forth above are hereby incorporated herein by reference.

2. The term of this Agreement shall commence upon execution by both parties, and may be renewed on an annual basis pursuant to the **CRA's** annual budgeting process.

3. The **CRA** shall provide Administrative and Technical Support for **WARC**, which shall include, but not be limited to, the following:

- A. One (1) full time, "The Set Redevelopment Director" position funded and supervised by the **CRA**. The Set Redevelopment Director shall serve as the **CRA's** liaison to the **WARC** Board, work with **WARC** on initiatives, efforts, and programs that effect and/or benefit The Set, keep the **CRA** Board and staff informed of public and private sector activities affecting The Set, and advise the **CRA** Board on such related activities and decisions.
- B. Support related to the overall administration of **WARC**, including, assistance with planning, development, and capacity building for **WARC's** ongoing programs and activities
- C. Office space and equipment for **WARC** programs and activities.

4. The **CRA** shall provide funding, sponsoring, and support of **WARC** activities. Subject to annual budgeting and appropriation, the **CRA** agrees to consider **WARC** requests for funds, sponsorships, or support that is consistent with the **CRA** Redevelopment Plan as it relates to The Set including:

- A. Civic Engagement and Stewardship Activities and events;
- B. Branding and Placemaking Projects and Promotions and marketing efforts;
- C. Educational training and certifications for capacity and coalition building;
- D. Programs; and
- E. Apply for grants and awards to serve The Set.

5. The **CRA** and **WARC** understand that the **WARC** Board of Directors, in conjunction with The Set Redevelopment Director, shall provide Community Liaison Services, which include, but are not limited to the following:

- A. Managing public relations pertaining to relationships between the **CRA**, the City of Delray Beach, and The Set Community;
- B. Coordinating communications, problem-solving, relationship building and educational/informational meetings to The Set community;
- C. Reviewing, monitoring, and supporting the implementation of provisions related to The Set Transformation Plan;
- D. Assisting with acquisition and relocation assistance within the City of Delray Beach on behalf of the **CRA** for redevelopment purposes
- E. Working with the **CRA** and City of Delray Beach's Office of Economic Development ("OED") to promote growth and sustainability for the existing businesses and residents of The Set;
- F. Assisting the OED and **CRA** with business recruitment efforts for **CRA**-owned properties and projects within The Set;
- G. Working with the City of Delray Beach's Clean & Safe Division on community policing and safety efforts in The Set;
- H. Monitoring the City of Delray Beach's Land Development Regulations, The Set community plans, studies and assessments for consistency and relevancy to The Set Transformation Plan on an ongoing basis; and
- I. Working with the Delray Beach Marketing Cooperative to establish, promote, and sustain a brand for The Set that allows the community to connect and unify.

6. The **CRA** and **WARC** agree that **WARC** shall serve as an advocate, on behalf of the **CRA** to The Set Community, City of Delray Beach, and the redevelopment community at large, by providing the following services:

- A. Promoting the **CRA's** mission, goals, programs, efforts and initiatives as it relates to the West Atlantic Avenue Redevelopment Plan, Southwest Neighborhood Redevelopment Plan and the Downtown Master Plan;
- B. Managing relationships between the **CRA**, City and Community;
- C. Coordinating communications, problem-solving, relationship building and education; and
- D. Participating in conferences and awards to promote the **CRA** and its efforts in the Set.

7. **WARC** shall appoint an individual to serve as a **WARC** liaison to the **CRA** Board. The individual appointed as the liaison to the **CRA** Board will provide the following services:

- A. Keep the **WARC** Board informed of **CRA** activities affecting the Set and advise the **WARC** Board on such activities/decisions;
- B. Advocate and facilitate for the **CRA**; and
- C. Work with **CRA** Staff on initiatives, efforts, programs, etc. that effect and/or benefit The Set.

8. In order to provide for funding during the 2018-19 Fiscal Year, and subsequent years, **WARC** shall provide the **CRA** a proposed budget for the upcoming fiscal year, which shall be accompanied by **WARC's** funding request to the **CRA** on or before May 30th. The **CRA** agrees to provide funding pursuant to the **CRA's** annual budgeting process. Any funding provided to **WARC** is subject to availability of funds, and the annual budgeting and appropriation process requirements of the **CRA**.

9. **WARC** shall provide to the **CRA** a report on a quarterly basis, no later than July 25th, October 25th, January 25th, and April 25th for each fiscal year, detailing **WARC's** programming, activities, and the use of any funds provided by the **CRA** pursuant to this Agreement. The reports provided by **WARC** shall be in writing and detail how **WARC** expended the funds in relation to administrative operations, events, and how **WARC's** activities supported the promotion of The Set. The **CRA** and **WARC** shall agree as part of the budgeting and funding process what performance measures and related reporting requirements that shall be included in the quarterly reports. In addition, as part of the quarterly reports, **WARC** shall provide a budget versus actual report, a written narrative of the highlights of the budget versus actual expenditures, and a balance sheet.

10. **WARC** shall insure that all publicity, public relations, advertisements and signs recognize the **CRA** for the support of all activities conducted with the funds provided by the **CRA**, including sponsorship of holiday activities. The use of the **CRA** logo is permissible, but all signs or other advertising materials used to publicize **CRA** funded activities must be approved by the **CRA** prior to being utilized. Upon request by the **CRA**, **WARC** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

11. Both the **CRA** and **WARC** agree that **WARC** shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, **WARC** shall be responsible for the payment of all taxes including Federal and State taxes arising out of the **WARC**' activities in accordance with this Agreement including by way of illustration but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required.

12. **WARC** hereby gives the **CRA**, through any authorized representative, upon reasonable notice, access to and the right to examine all records, books, papers, or documents relating to the funding provided pursuant to this Agreement. **WARC** hereby agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **CRA** under this Agreement in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes, as may be amended from time to time. **WARC** hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in

full to the **CRA**, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the **CRA**.

13. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

14. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

15. If the **CRA** determines pursuant that **WARC** is not achieving the stated impacts and outcomes, or is otherwise not furthering the **CRA's** goals and objectives, the **CRA** shall provide written notice to **WARC** of such deficiency(ies), and **WARC** shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the **CRA**. Should **WARC** fail to cure such deficiency(ies) to the satisfaction of the **CRA**, the **CRA** Board has the right to void the Agreement immediately after delivery of written notice to **WARC**. The **CRA's** Board shall have sole and absolute discretion with respect to the determination as to whether **WARC** is filling the **CRA's** goals and objectives.

16. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

17. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CRA: Jeff Costello, Executive Director
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No.: (561) 276-8640
Facsimile No.: (561) 276-8558

WARC: Charles F. Ridley, CEO
210 NW 2nd Ave.
Delray Beach, FL 33444
Telephone No.: (561) 577-5416

18. Neither the **CRA** nor **WARC** shall assign or transfer any rights or interest in this Agreement.

19. **PUBLIC RECORDS.** **WARC** shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, **WARC** shall:

(a) Keep and maintain public records required by the **CRA** to perform the service.

(b) Upon request from the **CRA's** custodian of public records, provide the **CRA** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **WARC** does not transfer the records to the **CRA**.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the **WARC** or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the **CRA** upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **WARC** keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the **CRA's** custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF WARC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE WARC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

RENEE ROBERTS
561-276-8640
ROBERTSRE@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444

20. This Agreement shall not be valid until signed by the CRA Chair.

IN WITNESS WHEREOF, the parties have executed this Agreement to Agreement on the date first written above.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Jeff Costello, Executive Director

By: _____
Annette Gray, Chair

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ (name of officer or agent; title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of Florida

ATTEST:

**West Atlantic Redevelopment
Coalition, Inc., a Florida Not-for-profit
Corporation**

By: _____

Charles F. Ridley, CEO

Print Name: _____
(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida