

**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF WELLINGTON,
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is entered into this ____ day of _____, 2020 by and between the Village of Wellington, Florida (herein referred to as “the Village”), 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 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 Village Council of the Village of Wellington, Florida has determined analyses of the SR7/441 Corridor, the Mall at Wellington Green, and Village owned parcels to be in the best interest of the residents and businesses of Wellington; and

WHEREAS, the goal of the analyses is to understand local and regional competition in various land use sectors and develop strategies to best position the Village for beneficial and sustainable growth; and

WHEREAS, to assist the Village in developing growth strategies, Council will develop a Market Analysis and conduct land use and policy reviews; and

WHEREAS, the Village and the Council desire to enter into an agreement to conduct these analyses and develop a plan for recommended growth strategies.

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 Agreement is for the Village to contract with the Council to assist the Village in developing economic analyses and recommendations for future growth of the Village.
- B. The Village 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 Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Council shall fully perform the obligations identified in Scope of Work as identified in Attachment "A" of this Agreement to the satisfaction of the Village.
- C. The Village and Council agree to be governed by applicable State and Federal laws, rules and regulations.
- D. 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.
- E. The Village agrees to:
 - 1. Assist in the development of documents designed to develop the economic analyses and recommendations for future growth; and
 - 2. Process all requests for payment in a timely manner

SECTION 3. 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 advance requests of the Village, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Village shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. 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 Palm Beach County, 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 6. INDEMNIFICATION

Each party to this Agreement, to the extent permitted by law, agrees to save, defend, reimburse, indemnify and hold harmless the other party and the other party's respective officers, employees, servants or agents from and against all claims, demands, damages, liabilities, causes of action, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses, whether at trial or appellate levels or otherwise, relating to its own negligence or willful misconduct. The indemnification provided for in this paragraph shall not exceed the limited waiver of sovereign immunity provided in Sec. 768.28, *Florida Statutes*, including limits per person and per incident, limits on attorney's fees and prohibitions against punitive damages and pre-judgment interest. It is expressly understood and agreed that this provision shall not be construed to waive any right or defense that the parties have under Sec. 768.28, *Florida Statutes*, or any other statute. Further, nothing in this provision shall be construed as consent to be sued by third parties.

SECTION 7. 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 8. 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 9. NOTICE AND CONTACT

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 Village:

Village Manager – Paul Schofield
Village Hall, 12300 Forest Hill Boulevard, Wellington, Florida, 33414

Village Attorney – Lauri S. Cohen
Village Hall, 12300 Forest Hill Boulevard, Wellington, Florida, 33414

For The Council:

Thomas J. Lanahan – As Its Executive Director
421 SW Camden Avenue, Stuart, FL 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the Village agrees to pay the Council a fixed fee of One Hundred Fourteen Thousand Three Hundred Seventy-five Dollars and 00/100 dollars (\$114,375), including travel, out-of-pocket expenses (printing and reproduction costs), mail, couriers and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, as accepted by the Village, and submission of an invoice to the Village shall be considered the Council's request for payment according to the schedule contained in Attachment A. The Village shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 11. INVALIDITY OF CLAUSES

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

SECTION 12. VENUE

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

SECTION 13. 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 14. DELEGATION OF DUTY

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

SECTION 15. FILING

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

SECTION 16. EQUAL OPPORTUNITY PROVISION

The Village and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, creed, political affiliation, age, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Village Council, and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Treasure Coast Regional Planning Council and the Village, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

SECTION 18. PUBLIC RECORDS.

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Council shall:

- A. Keep and maintain public records required by the Village to perform the service.
- B. Upon request from the Village's custodian of public records, provide the Village 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 Chapter 119, Florida Statutes, 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 Council does not transfer the records to the Village.
- D. Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Council or keep and maintain public records required by the Village to perform the service. If the Council transfers all public records to the Village upon completion of the contract, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the contract, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

**IF THE COUNCIL HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

**CHEVELLE D. ADDIE, MMC
561-791-4118
CNUBIN@WELLINGTONFL.GOV
12300 FOREST HILL BOULEVARD
WELLINGTON, FLORIDA 33414**

The failure of Council to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

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

ATTEST:

Village of Wellington

By: _____
Paul Schofield
Village Manager

By: _____
Honorable Anne Gerwig,
Mayor, Village of Wellington

Approved as to form:

By: _____
Laurie S. Cohen
Village Attorney

ATTEST:

Treasure Coast Regional Planning Council

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
As its Executive Director

ATTACHMENT “A”
VILLAGE OF WELLINGTON
SR 7/441 CORRIDOR – MALL AT WELLINGTON GREEN ANALYSIS
PALM BEACH COUNTY, FLORIDA
SCOPE OF SERVICES

JUNE 4, 2020

PROJECT DESCRIPTION

The Village of Wellington (Village), in collaboration with the Treasure Coast Regional Planning Council (TCRPC), seeks to analyze existing physical and market conditions, explore future redevelopment potentials along the SR 7/441 Corridor in western Palm Beach County, examine specific redevelopment scenarios for Village owned parcels, and assess the proposed entertainment, private lagoon and residential redevelopment for the Mall at Wellington Green. These efforts will be considered on a regional and local scale: regional study area limits extend to Okeechobee Boulevard to the north; Atlantic Boulevard to the south; the Florida Turnpike to the east; and the Conservation Area/L-8 canal to the west. The specific local study areas include the Mall at Wellington Green; the “K Park” property located at Stribling Way and SR7/441; and other potential redevelopment sites along SR 7/441 including the former medical arts cluster north of the Wellington Regional Medical Center.

The Village has requested that TCRPC prepare a scope of services that address the issues above and provide a fee and timeframe to develop such work. Key questions to be answered through this effort include:

- What is the regional competition for sustainable and successful growth in the Village of Wellington?
- What are the appropriate market sectors to pursue to achieve those goals (i.e. retail, hospitality, medical services, housing, etc.)?
- What are the reasonable growth potentials (quantified in square footages, jobs, etc.) for the different market sectors?
- What are some specific redevelopment, growth, and public policy strategies that best leverage the current and potential assets of the Village to remain competitive in the region?

The requisite data and analyses will be developed to address these questions. Specific elements of this effort shall include:

- Regional and local study area mapping of assets and destinations;
- A review of existing Comprehensive Plan policies and Land Development Regulations in order to make recommendations for changes to support market strategies;
- Conduct up-to 30 stakeholder interviews (approximately 15 in Phase I and 15 in Phase II);

- The development of a Market Study which reviews existing market conditions, an economic profile of the Village, and identifies market and development potentials in different economic sectors;
- An assessment of the entertainment and lagoon proposal for the Mall at Wellington Green as well as review of available data on other similar types of projects;
- Develop design scenarios for Village-owned parcels consistent with the findings of the Market Study;
- Provide a comprehensive report of all data, analyses, and recommendations.

The following detailed scope of services will outline specific deliverables, estimated timeframes, and proposed fees.

Given the conditions recently generated by the Covid-19 pandemic, all meetings, interviews, and potential public workshops are currently proposed to be conducted virtually. In addition, the scope of services has been structured in three phases. Phase I will commence at the execution of this agreement. Phases II and III will only commence upon receipt of a Notice To Proceed (NTP) memorandum from the Village. The NTP procedure is intended to allow the Village the option to review the “in-place” economic conditions related to Covid-19, prior to proceeding with phases II and III. Should the Village determine that the real-estate market conditions have been altered by the pandemic to a degree that the data obtained raise concerns about the value it would provide in policy-making, the Village could opt to postpone or discontinue the scope of services.

SCOPE OF SERVICES

PHASE I

Project Coordination

(estimated timeframe: Months 1 through 12)

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development and as requested by the Village. The initial meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency/third party meetings including:

County staff;
 Royal Palm Beach staff;
 City of Westlake staff;
 Town of Loxahatchee Groves staff;
 TPA staff; and
 Staff of other agencies as appropriate.

TCRPC anticipates periodic project meetings to occur throughout the project’s development and submittals of the market study and project report.

To address the project parameters as identified by the Village, TCRPC will assemble a Project Team that includes the following disciplines as needed: economic and market analysis, retail/development and marketing, economic development, multimodal transportation planning, 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 fees presented in this scope of services.

Due Diligence

(estimated timeframe: Months 1 through 4)

Base Documentation

TCRPC will begin developing, with assistance from the Village, the County, and other agencies as necessary, base documentation for the project, to include: GIS databases, aerial photography, ownership maps, residential and non-residential intensity maps, proposed and approved projects (multi-jurisdictional within approximately a 10 mile radius centered about the Wellington Village Hall, and other data as appropriate.

Data Collection

TCRPC will begin assembling, with assistance from the Village, County, and other agencies, data pertinent to the project to include: previous and current economic development, redevelopment, and planning studies and activity within the study area; historical and cultural information; business and economic profiles; and regulatory documents for the Village and other agencies 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 Village representatives to tour specific areas to gain a greater understanding of particular issues.

Regulatory Review

TCRPC will provide a review and assessment of the Village's Comprehensive Plan and Land Development Regulations. This assessment will identify areas where potential modifications may be necessary to fully implement the vision established through this process. Specific recommendations for revisions, if needed, will be part of the project report.

Real Estate Market Analysis (Tasks 1-4)

WTL+a Real Estate & Economic Advisors, in collaboration with TCRPC, will develop the Phase I market study deliverables to include:

- Project Initiation and Site Reconnaissance;

- Stakeholder Interviews (up-to 15 market-specific virtual or telephonic interviews);
- Demographic and Economic Profile (examine the “drivers” of market demand for the key identified land uses);
- Real Estate Market Conditions (analysis of recent and current real estate market conditions to understand competitiveness for identified land uses).

A detailed description of each task is provided in the WTL+a agreement with TCRPC.

PHASE II

Real Estate Market Analysis (Tasks 5-6)

(estimated timeframe: Months 5 through 7)

WTL+a Real Estate & Economic Advisors, in collaboration with TCRPC, will develop the Phase II market study deliverables to include:

- Market/Development Potentials (test market support for each identified land use utilizing appropriate demand methodologies illustrated by gross building area: square feet of workplace uses, hotel rooms, housing units, etc. or planning industry targets for specialized uses);
- Recommended Implementation Strategies (develop recommended implementation strategies, including relationships to financing opportunities and strategic approaches to address the most site-appropriate development alternatives that will generate suitable returns to the Village).

A detailed description of each task is provided in the WTL+a agreement with TCRPC.

Conceptual Design and Planning Alternatives

(estimated timeframe: Months 7 through 8)

TCRPC, in collaboration with the Village and WTL+a will develop conceptual site plans and supporting illustrations and policy recommendations for catalytic sites (i.e. K Park) for redevelopment within the Village proper. Conceptual designs, uses, and proposed development quantities will be consistent with, and to a great extent determined by the Market/Development Potentials analysis described above. A written series of policy and Comp Plan/LDR revision recommendations will be provided as appropriate.

Stakeholder Interviews

In addition to the up-to 15 market-specific stakeholders identified in the Real Estate Market Analysis description above, TCRPC will conduct up-to an additional 15 stakeholder interviews (for a total not to exceed 30 interviews) as requested. These interviews may concentrate on soliciting input from staff, elected officials, property owners, business owners, and other members of the community as recommended by the Village. The interviews will be virtual (telephonic or video conference call) and will be scheduled by TCRPC in coordination with Village.

PHASE III

Real Estate Market Analysis (Tasks 7-9)

(estimated timeframe: Months 8 through 10)

WTL+a Real Estate & Economic Advisors, in collaboration with TCRPC, will develop the Phase III market study deliverables to include:

- Economic Impact Analysis (complete an economic impact analysis of up-to three proposed redevelopment scenarios which in addition to measuring indirect and induced impacts from redevelopment, will also estimate new ad valorem/property tax and other tax revenues from the scenarios);
- Draft and Final Report (fully document the technical analyses, all key findings, and recommendations – assumes one set of consolidated client comments for revisions);
- Participate in a Public Meeting (will attend one virtual public meeting and prepare a power point presentation).

There is an additional, optional task, Financial Feasibility Analysis, that is provided in the WTL+a scope of services should the Village want to pursue that effort as well. If desired, an amendment to this scope of work and Interlocal Agreement will need to be approved.

A detailed description of each task is provided in the WTL+a agreement with TCRPC.

Project Report

(estimated timeframe: Months 10 through

12)

TCRPC, in collaboration with WTL+a and the Village, will prepare a final project report consolidating all base maps, summarizing economic and market recommendations, and including conceptual design scenarios, renderings and public policy recommendations.

Project Approvals and Meetings

(estimated timeframe: Months 10 through

12)

TCRPC will coordinate a virtual public meeting as requested by the Village. In addition, TCRPC will attend up-to two Village Council meetings to present the findings and recommendations of the study.

FORMAT OF DELIVERABLES: TCRPC shall provide the Village final work products in the following format:

1. TCRPC shall provide up to five Draft printed documents and up-to five Final printed documents and shall also provide a digital copy of such documents in an appropriate format (InDesign or PDF).
2. TCRPC shall provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials as requested in a digital format

suitable for reproduction. Individual printed copies, in addition to the 10 total identified above, will also be available at the cost of reproduction. This proposal includes a \$5,000, not-to-exceed budget for additional reimbursable expenses not accounted for in the project fees. Work products resulting in additional reimbursable expenses shall be requested in writing by the Village.

3. TCRPC shall provide the Village with a digital copy of all the PowerPoint presentations used for this project.
4. The Village may request additional copies of deliverables upon payment to TCRPC of the actual reproduction cost.

FEES AND REIMBURSEABLE EXPENSES

1. **Fees:** The total fee for the Village of Wellington SR7/441 – Mall at Wellington Green analysis, as described in the scope above, shall be **\$114,375.00** (one-hundred fourteen thousand three-hundred seventy-five dollars). Funding for this effort will come from the Village of Wellington. The total fee includes, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services to be provided, including all sub-consultant costs. As identified in the WTL+a agreement, out of town travel expenses and accommodations are not included in this agreement.

Included in this agreement is a contingency budget of \$5,000 for reimbursable expenses as discussed in the FORMAT OF DELIVERABLES, section 2 above. This would equate to an overall, not-to-exceed fee of **\$119,375.00** (one-hundred nineteen thousand three-hundred seventy-five dollars).

2. **Payment Schedule:** The fee payments from the Village of Wellington to TCRPC shall be according to the following schedule:

- **PHASE I** **(\$56,775)**
 - **20% (\$11,355.00)** of the professional fees due upon execution of this agreement.
 - **50% (\$28,387.50)** due upon completion of Real Estate Market Conditions.
 - **30% (\$17,032.50)** due upon completion of Stakeholder interviews.
- **PHASE II** **(\$26,800)**
 - **50% (\$13,400.00)** due upon completion of Implementation Recommendations.
 - **50% (\$13,400.00)** due upon completion of conceptual design scenarios.
- **PHASE III** **(\$30,800)**
 - **50% (\$15,400.00)** due upon submittal of Final Real Estate Market/Economic Impact Analysis report.
 - **50% (\$15,400.00)** due upon submittal of Final Project Report.

ANTICIPATED TIMELINE (in sequential months beginning upon execution of agreement)

PHASE I: Months 1 through 4

- Project Coordination
- Due Diligence
- Real Estate Market Analysis (Tasks 1-4)
- Stakeholder Interviews

PHASE II: Months 5 through 8

- Project Coordination
- Stakeholder Interviews
- Real Estate Market Analysis (Tasks 5-6)
- Conceptual Design Scenarios

PHASE III: Months 8 through 12

- Project Coordination
- Real Estate Market Analysis (Tasks 7-9)
- Final Project Report
- Public Meeting(s)