



BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR PROPOSALS
FOR
EXECUTIVE DIRECTOR SERVICES

Issue Date: August 15, 2025

Issuing Entity: The Boynton Beach Community Redevelopment Agency (CRA)
Contact Person: Vicki Hill, Finance Director
Tel: (561) 600-9092 - Fax: (561) 737-3258

Address for Submittal: The Boynton Beach CRA
100 East Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

RFP Submission Due Date: Monday, September 15, 2025, at 3:00 pm (Eastern Day Light Savings Time)

Term of Engagement: The term of the proposal is for two (2) years with the option of a one (1) year renewals.

RFP's will be opened in: CONFERENCE ROOM – CRA OFFICES
Unless otherwise designated

Proposals received after the above submission date and time will not be considered. The CRA time of receipt notification shall be conclusive as to the timeliness of filing. The CRA is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a proposal can be considered. The CRA reserves the right to consider proposals that have been determined by the CRA to be received late due to mishandling by the CRA after receipt of the proposal and no award has been made. The CRA reserves the right to accept or reject any proposal or any part thereof or any combination of proposals and to waive any or all formalities.



REQUEST FOR PROPOSALS FOR EXECUTIVE DIRECTOR SERVICES

The CRA is soliciting the services of a consulting firm to provide Executive Director Services to the CRA for a period of two (2) years with the option of a one (1) year renewal. The CRA expects these services to include providing an Executive Director to serve as a full-time in-house consultant as further set forth in Part II Scope of Work.

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PART I - INSTRUCTIONS TO PROPOSERS

PROPOSAL SUBMISSION: RFP submittals shall be received at the Boynton Beach Community Redevelopment Agency on or before **Monday, September 15, 2025, at 3:00 p.m.** at following above address:

The Boynton Beach CRA
100 East Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

Submittals sent to any other location shall not be accepted. Proposals shall not be submitted to the City of Boynton Beach. The outside of the envelope/container must be identified with the RFP title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the RFP submittal after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the RFP submittal.

RFP submittals received at another location, other than the location noted above, or received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The CRA shall not be responsible for late deliveries or delayed mail. The time/date stamp located on-site shall serve as the official authority to determine lateness of any RFP submittal.

The CRA cautions Proposers to assure actual delivery of mailed or hand-delivered RFP submittals prior to the deadline set for receiving RFP submittals. Telephone confirmation of timely receipt of the RFP submittal may be made by calling (561) 600-9092, before the 3:00 p.m. deadline.

Proposers should submit one (1) original so designated, and a minimum of five (5) copies and (1) digital copy in PDF format or thumb drive of the response shall be submitted in one sealed package clearly marked on the outside RFP: **"REQUEST FOR PROPOSAL, EXECUTIVE DIRECTOR SERVICES,"** and addressed to: CRA Board, Boynton Beach CRA, 100 E. Ocean Avenue, 4th Floor, Boynton Beach, FL 33435. All supporting documentation as required in this Request for Proposal shall also be included. The Proposer may submit the RFP submittal in person or by mail. It is the responsibility of the Proposer to verify that the RFP submission is received by the CRA by the deadline date and time.

TENTATIVE SCHEDULE: The following tentative schedule is anticipated for actions related to this RFP. All dates, times, and locations are subject to change. All changes will be posted to the BBCRA's website at www.boyntonbeachcra.com.

RFP Approval by CRA Board (subject to legal review):	August 12, 2025
Issue Date of RFP/RFQ:	August 15, 2025
Question/Request for Clarification Deadline:	September 8, 2025
Submittal Deadline:	September 15, 2025
BBCRA Special Meeting for Interviews, Final Ranking, and Award	October 7, 2025
BBCRA Board Approval Agreement:	October 28, 2025

DELAYS: The CRA, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CRA to do so. The CRA will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda via e-mail and website.

PROPOSAL WITHDRAWALS: Proposers may withdraw their RFP submittals by notifying the CRA in writing at any time prior to the time set for the RFP deadline. Proposers may withdraw their RFP submittals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the RFP submittal. RFP submittals, once opened, become the property of the CRA and will not be returned to the Proposers.

No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the CRA Board, if requested by the CRA, and unless requested by the CRA. At the time of opening and immediate review of the RFP submittals, the CRA reserves the right to request all required forms/attachments that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours to supply this information to the CRA for their RFP submittal to be considered valid.

INQUIRIES / INTERPRETATIONS: All proposers shall carefully examine the RFP documents. Proposers may submit **IN WRITING**, questions to the CRA concerning the intent, meaning and interpretations of the RFP documents. All inquiries shall be directed to: Vicki Hill, Finance Department, via email to Hillyv@bbfl.us. All correspondence, questions, and requests must be submitted in writing via email to the person identified above and may be submitted at any time but no later than **September 8, 2025**. All answers to questions, clarifications, and interpretations will be issued in the form of an addenda, which becomes a part of this RFP.

It is the responsibility of the Proposer to verify that the CRA has received the question(s) and to obtain all Addenda.

Oral statements given before the Proposal Due Date will not be binding.

ADDENDA: Should revisions to the RFP documents become necessary; the CRA shall post addenda information on the CRA website at www.boyntonbeachcra.com. All Proposers should check the CRA's website at least forty-eight (48) hours before the date fixed to verify information regarding Addenda. Failure to do so could result in the rejection of the RFP

submittal as unresponsive. Proposer shall sign, date and return all addenda with their RFP submittal.

It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

CONE OF SILENCE: All prospective Proposers are hereby instructed not to contact any Board member of the Boynton Beach Community Redevelopment Agency, Boynton Beach City Commission, or Boynton Beach Community Redevelopment Agency staff members other than the noted contact person regarding this Request for Proposals (RFP) or their proposal at any time during the solicitation process. Any such contact shall be cause for rejection of your RFP submittal.

SELECTION PROCESS AND AWARD: All RFP submittals will be evaluated by CRA Board in accordance with the criteria set forth in the RFP documents. The CRA Board may conduct interviews/presentations as part of the evaluation process. The CRA shall not be liable for any costs incurred by the Proposer in connection with such presentations.

The CRA anticipates award to the highest ranked qualified firm as determined by the CRA Board. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The Board of the CRA reserves the right to reject all RFP submittals, to waive any formalities, and to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

OFFER OF CONTRACT: Upon selection of the successful Proposer by the CRA Board, the CRA will extend to said Proposer an offer to enter into a contract. The terms and conditions of the Contract are subject to negotiation but shall not deviate from the required information as outlined in the RFP. Contracts will be awarded by the CRA to the best responsible proposer whose proposal represents the most advantageous proposal to the CRA. Evaluation of proposals will be made based upon the evaluation factors and standards heretofore set forth.

PREPARATION COSTS: Neither the CRA nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their RFP submittals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF RFP SUBMITTAL INFORMATION: Any Proposer that submits in his/her RFP submittal to the CRA any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the RFP submittal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the CRA prior to final execution of the contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. Any

permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc., are the responsibility of the Proposer.

PUBLIC RECORDS: Pursuant to Section 119.071(1)(b)(2), Florida Statutes, upon recommendation of an award, or thirty (30) days after receiving the proposals, whichever is earlier, RFP submittals become “public records” and shall be subject to public disclosure with Chapter 119, Florida Statutes. Proposers must invoke any specific exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: The Proposer warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Agreement and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The CRA Board reserves the right to accept or reject any or all RFP submittals and to make the award to those Proposers, who in the opinion of the CRA will be in the best interest of and/or the most advantageous to the CRA. The CRA also reserves the right to reject the RFP submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the CRA’s opinion, is not in a position to perform properly under this award. The CRA reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. In the event of a Court challenge to an award by any proposer, damages, if any, resulting from a Court award shall be limited to actual proposal preparation costs incurred by the challenging proposer. In no case will the award be made until all necessary investigations have been made into the responsibility of the proposer and the CRA is satisfied that the best responsible proposer is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the RFP submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFP Documents are the only conditions applicable to this RFP submittal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

AFFIRMATION: By submission of an RFP submittal, Proposer affirms that his/her RFP submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and

is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting contract.

REJECTION OF PROPOSER: More than one RFP submittal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a Proposer is involved in more than one RFP submittal will be cause for rejection of all RFP submittals in which such Proposers are believed to be involved. Any or all RFP submittals will be rejected if there is reason to believe that collusion exists between Proposers. RFP submittals in which the prices obviously are unbalanced will be subject to rejection.

CONFLICT OF INTEREST: All Proposers must disclose with their proposal the name of any officer, director, or Agent who is also an employee of the CRA. All Proposers must disclose the name of any CRA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Proposer to notify the CRA at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The CRA reserves the right to accept such alteration or to cancel the contract at no further expense to the CRA.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the CRA.

PRICE REDETERMINATION: The Consultant may petition CRA for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the CRA and the Consultant cannot agree on any price redetermination, then the contract will expire.

TAXES: The CRA is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. If requested, the CRA Finance Director will provide an exemption certificate to the awarded proposal(s). Vendors/Consultants doing business with the CRA shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CRA nor shall any Vendor/Consultant be authorized to use the CRA's Tax Exemption Number in securing such materials.

PERMITS / LICENSES / FEES: Any permits, licenses, or fees required for these services shall be paid for and obtained by the Consultant and the responsibility of the Consultant. No separate or additional payment will be made by the CRA.

EEO STATEMENT: The CRA is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

E-VERIFY: In any agreement resulting from this RFP/RFQ, the proposer will be required to warrant, for itself and its subcontractors, compliance with all federal immigration laws and regulations that relate to their employees. Proposer agrees and acknowledges that the BBCRA is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 will apply to such an agreement.

PART II - SCOPE OF WORK

The CRA was created under Florida Statute 163.356 in 1982 and has operated as a special district within the boundaries of the CRA in the City of Boynton Beach. The CRA serves an area of approximately 1,650 acres. On October 1, 2002, the CRA was given independent status by the City of Boynton Beach and is controlled by a CRA Board. The CRA Board also serves as Mayor and Commissioners of the City of Boynton Beach.

The CRA is soliciting the services of a consulting firm to provide Executive Director Services to the CRA for a period of two (2) years with the option of a one (1) year renewal.

The CRA expects the Executive Director services to include an Executive Director position to serve as a full-time in-house consultant. The Executive Director position manages the day-to-day operations of the CRA. The Executive Director is a highly responsible position that oversees a wide variety of redevelopment and economic development activities that include fiscal operations, policy making, capital project administration, BBCRA program management, redevelopment plan implementation, property acquisition, business incentives, new business development, business attraction and retention, special business promotion activities as well as the management and maintenance of BBCRA-owned properties. *A complete list of the Executive Director duties is attached as Appendix A.*

The Position serves as a liaison to businesses and property owners with the overall goal of enhancing the physical and economic character of the districts. Advanced professional work is focused on revitalization and community enhancement within the CRA Districts through redevelopment, capital improvement, and branding. This position represents the CRA in dealing with and interfacing, communicating and resolving issues and problems with other agencies on a variety of related matters.

The position reports to the Board of Directors of the CRA and is reviewed through conferences, reports, and discussions while projects are in progress and upon completion. The position is responsible for the supervision of up to eight (8) direct reports (i.e., Administrative Assistant, Assistant Director, Finance Director, Finance & Accounting Manager, Development Services Manager, Grants & Project Manager, Business Promotions & Events Manager, Social Media & Communications Specialist).

This position requires the incumbent to work a standard 40-hour week, MONDAY – FRIDAY, 8:00 A.M. to 5:00 P.M., which requires flexibility to represent the CRA at meetings (e.g., Chamber of Commerce, City Advisory Boards, City Commission, HOA meetings, Community Meetings and other organizations) regarding CRA matters within the scope of the CRA activities. Working under pressure is unavoidable when schedules change and problems arise, but deadlines and goals must still be met.

PART III - PROPOSAL REQUIREMENTS

A. Submission of Proposals

To be considered for this proposal, the following must be submitted. **An original (so marked), five (5) copies and one (1) digital copy in PDF format or thumb drive are to be included with the proposal.**

1. **Title Page.** Title page showing the request for proposal's subject, the firm's name, the name, address and telephone number of the contact person, and the date of the proposal.
2. **Table of Contents.** The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal Letter.** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.
4. **Detailed Technical Proposal** – The detailed technical proposal should follow the order set forth in Part III.B of this RFP. Proposals must be submitted in a sealed envelope clearly marked with the name of the firm, "Request for Proposal, Executive Director Services."

B. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Scope of Work in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should include the following information

1. Letter of Interest

The Letter of Interest shall summarize the Proposer's primary qualifications and the firm's commitment to providing the proposed services. Proposers shall provide a description of the firm, including size, range of activities, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the Firm's experience and expertise will be directly beneficial to the BBCRA.

2. Firm's Qualifications

Describe the Firm and provide a statement identifying the services that would be completed by your Firm's staff and those that would be provided by sub-consultants, if any. In this section, it should clearly state the contact person, title, and contact information. Explain how your firm is financially capable of performing the functions of this Request for Qualifications (RFQ).

3. Qualifications of Project Team, (key project members) and availability of specialty resources.

Provide an overview of the qualifications of the specific project consultant team to be submitted by the Firm to perform the requested services including:

- a) An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Consultant/Vendor Project Manager, and Primary Project Professional. One individual may perform more than one role. These project team members are hereafter referenced as “key project members”.
- b) Provide the names and roles of each professional to be assigned to this project, including familiarity with projects of a similar nature.
- c) Provide the resumes for key individuals and personnel that will be assigned to the project including Project Managers and office personnel outlining the relevant experience and education for this project.

4. Approach, Demonstrated Skill Set, Creativity, and Innovative Ideas that will be used to address the Scope of Work

- a) *Narrative of Project and Understanding of the Project Issues*: Provide a narrative demonstrating the Proposer's understanding of the scope of work/services, project goals, requirements, objectives, challenges, the project delivery method, and how the Proposer intends to ensure that the scope, budget, and schedule will be met. Consideration shall be given for creativity and innovation of the proposed approach and the comprehensive utilization of proposed personnel and equipment to meet deliverables.
- b) *Cost Effectiveness of Proposed Solutions*: Explain how the Proposer intends to meet the budgetary goals and timetables of the BBCRA.

5. References – Past Performance

Provide at least three (3) references of agreements of similar scope and complexity that the Proposer has completed or are in progress within the last ten (10) years, which demonstrate the experience of the firm and the team that will be assigned to provide the services as required by this RFP. The BBCRA is interested in learning about other firms’ or government agencies’ experiences with your firm; as such, please do not list the Boynton Beach Community Redevelopment Agency as a reference.

Contact persons must be informed that they are being used as a reference and that the BBCRA or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the BBCRA will apply no points toward the evaluation criteria.

6. Price Proposal.

In a separate sealed envelope, using the Price Proposal Form provided, submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for completion of services in accordance with your technical proposal.

PART IV - EVALUATION OF PROPOSALS

1. **Evaluation Method and Criteria.** All Proposals deemed responsive will be reviewed and evaluated by the CRA Board in accordance with the following procedure.
2. **Evaluation Criteria:**

MAX. POINTS	CATEGORY
15	Firm's Qualifications
20	Qualifications of Project Team, (key project members) and availability of specialty resources
25	Approach, Demonstrated Skill Set, Creativity, and Innovative Ideas that will be used to address the Scope of Work
10	References of Past Performance
30	Price

Proposals will be assigned a final score using the following formula:

$$\text{Final Score} = \text{Technical Proposal Score} + \text{Price Proposal Score}$$

Each member of the CRA Board will receive a copy of each Technical Proposal. The Price Proposal will be provided to the CRA Board after the Technical Proposal Score has been determined.

3. **Review of Technical Proposals.** The CRA Board will consider the factors and requirements included within this Request for Proposal in determining whether the standard of responsibility has been met by a prospective proposer.

At the discretion of the CRA or the CRA Board, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Such presentations will provide firms with an opportunity to answer any questions the CRA Board may have on a firm's proposal. Not all, or any, firms may be asked to make such oral presentations.

4. **Price Proposal:** The Price Proposal Score shall be calculated as follows:

$$s = \left[1 - \frac{(b-a)}{a} \right] \times 25$$

Where:

a = annual dollar cost amount of lowest Price Proposal

b = annual dollar cost amount of Price Proposal to be rated

s = Price Proposal score (rounded to the nearest 10th of a point)

The basis for evaluation of the Price Proposals will be set at the annual dollar cost amount of the lowest priced Price Proposal, i.e. "a." The lowest Price Proposal will receive the maximum score (25 points). All other Price Proposals will be compared to the lowest Compensation/Price Proposal, i.e., "b."

5. **Final Score and Ranking:** After the Technical Qualifications Score is calculated, the Price Proposal scores will be calculated using the formula above. The Price Proposal score will then be added to the Technical Qualifications Score to determine the final score. The highest ranked Proposer will be the Proposer with the highest Final Score.
6. **Final Selection.** The CRA Board will select the highest-ranked qualified firm. Following the CRA Board selection of a firm and notification of the firm selected, it is expected a contract will be executed between both parties within thirty (30) days.

APPENDIX A: JOB DESCRIPTION

EXECUTIVE DIRECTOR GENERAL DUTIES:

Position manages the day-to-day operations, for the Boynton Beach Community Redevelopment Agency (BBCRA). The Executive Director is a highly responsible position that oversees a wide variety of redevelopment and economic development activities that include fiscal operations, policy making, capital project administration, BBCRA program management, redevelopment plan implementation, property acquisition, business incentives, new business development, business attraction and retention, special business promotion activities as well as the management and maintenance of BBCRA-owned properties. The Position serves as a liaison to businesses and property owners with the overall goal of enhancing the physical and economic character of the districts. Advanced professional work is focused on revitalization and community enhancement within the BBCRA Districts through redevelopment, capital improvement, and branding. The position reports to the CRA Board.

EXAMPLES OF ESSENTIAL DUTIES:

The examples listed below are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude the BBCRA Board from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

- Carries out the policies established by the five-member BBCRA Board which oversees the redevelopment of the six BBCRA Districts.
- Oversee the day-to-day agency operations.
- Provides oversight and management of Federal/State Grant programs designed to assist with redevelopment goals within the BBCRA area.
- Provides comprehensive knowledge of redevelopment programs and their financing.
- Develops potential incentive packages, provides market assessments/impacts, and monitors development trends. Writes developer requests for proposals for the purpose of disposing of BBCRA land for redevelopment.
- Evaluates and drafts recommended updates and amendments to the BBCRA Plan.
- Attend training sessions and conferences pertaining to BBCRA operations.
- Prepares and manages annual BBCRA budget and compliance monitoring with F.S. Chapter 163 Part III
- Assists with the development of capital projects included in the 2016 Boynton Beach CRA Redevelopment Plan; tracks the economic impact of those projects on Redevelopment activities City-wide.
- Make public presentations to the BBCRA Board, City Commission and other public/private organizations regarding BBCRA redevelopment, BBCRA business, initiatives, and focus.
- Acts as a technical advisor to the Community Redevelopment Agency Board (City Commission) and BBCRA Advisory Board.
- Prepares and manages BBCRA budget; identifies and accesses funding sources; maintains relationships with funding sources; administers contractual agreements with other governmental agencies.

- Oversee the management and administration of capital projects within the BBCRA districts.
- Promotes and disseminates information about BBCRA activities to stakeholders through media, print and social media; attends and conducts various meetings and presentations.
- Negotiates and administers contracts, incentives, developer agreements, and projects; administers same.
- Assist private developers and business owners with site planning, zoning, platting, variances, incentives, and other regulatory issues associated with redevelopment and economic development in the BBCRA.
- Attends monthly BBCRA Board meetings and City commission meetings in order to keep abreast of activities and programs, and to provide information and/or answer questions as necessary.
- Represents the BBCRA at community meetings regarding BBCRA matters within the scope of the BBCRA activities.
- Oversee hiring of BBCRA employees, consultants, and experts as provided for in the annual budget
- Supervises BBCRA employees, consultants, and special projects.
- Other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of public and private financing and various debt financing mechanisms.
- Knowledge of professional services contracting, bidding procedures, and contract administration.
- Knowledge of the principles of budget administration and financial forecasting.
- Knowledge of business correspondence and report writing.
- Knowledge of the basic functions of Community Redevelopment Agencies.
- Knowledge and experience with Public-Private Partnership developer negotiations and agreements.
- Knowledge of the principles, techniques and objectives of a Community Development Block Grant program and HUD housing programs.
- Knowledge of economic development trends and techniques and the functions, operations and relationships among local, state, and federal agencies related to redevelopment and housing policies.
- Ability to communicate clearly and concisely, orally and in writing.
- Ability to effectively analyze issues and problems and identify optimum solutions.
- Ability to plan, organize, and implement duties and responsibilities defined by desired outcomes and objectives.
- Ability to gain cooperation through discussions and persuasion.
- Ability to use good conflict resolution skills.
- Ability to manage complex problems with multiple stakeholders.
- Ability to interpret and apply the principles, practices, and procedures specified in Florida redevelopment law.
- Ability to interpret and apply applicable Federal, State, and local laws, rules, and regulations related to redevelopment programs.
- Ability to use Windows-based word processing, electronic mail, spreadsheet, and database software.
- An understanding of business attraction including lease negotiations in real estate.

- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to establish and maintain effective working relationships.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS:

Bachelor's degree from an accredited college or university with a major in business, urban planning, finance, construction management or related field and/or have a minimum of five (5) years' experience in the public/private sector in a progressive city in real estate development, planning, project management, economic development and/or any equivalent combination of training and experience. Master's degree preferred. Affiliations or membership with trade associations exemplifying additional education is a plus, such as Florida Planning Association, Urban Land Institute, Florida Redevelopment Association, International Council of Shopping Centers, NAIOP, IEDC, or other related associations. Professional certifications are a plus.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS:

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to, personal computer, calculator, copier, and fax machine.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate driver's license and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

APPENDIX B: REQUIRED SUPPLEMENTAL FORMS

1. Price Proposal Form and Addenda Acknowledgment
2. Proposer's Acknowledgment
3. Non-Collusion Affidavit Form
4. Anti-Kickback Affidavit
5. Drug-Free Workplace
6. Sworn Statement on Public Entity Crimes
7. Hold Harmless and Indemnity Agreement
8. Palm Beach County Inspector General Acknowledgment
9. Anti-Human Trafficking Affidavit
10. Certification of Non-Scrutinized Company

Other Forms

11. Insurance Requirements
12. Draft Agreement

FORM #1
PRICE PROPOSAL FORM

1. Proposal Amount

The following lump sum amounts include all labor, travel, equipment, materials, and any other costs necessary to complete the full Scope of Work as described in the Request for Proposals:

Contract Year	Lump Sum Proposal Amount
Year 1	\$ _____
Year 2	\$ _____
Year 3 (Option)	\$ _____
Total for all three years	\$ _____

2. Hourly Rates for Additional Services

In the event the CRA requests services beyond the defined Scope of Work, the Proposer shall provide hourly billing rates by employee classification/title. These rates shall include all labor, overhead, travel, and incidental costs.

The Proposer shall attach a separate page listing the titles and corresponding hourly rates for any personnel who may perform such additional services. These rates will remain valid for the term of the agreement and any approved renewals, unless otherwise negotiated and approved in writing by the CRA.

Example format (to be included as a separate attachment):

Employee Title	Hourly Rate
Executive Director	\$ _____
Other (specify): _____	\$ _____

2. Proposal Certification

The Proposer agrees to abide by all conditions of this solicitation and that the Bid is in compliance with all requirements of the Request for Proposal, including, but not limited to, certification requirements.

The Proposer further declares that it has examined the solicitation documents and all addenda thereto elsewhere; and that it has satisfied itself about the work to be performed and all other required information with this RFP.

The Proposer agrees, if this Proposal is accepted, to contract with the CRA to furnish all necessary labor, materials, equipment, tools, apparatus, and all other items necessary to complete the work covered by this Proposal, for the amount proposed and within the time limits specified.

The person signing this form is authorized to sign this Proposal on behalf of the Proposer.

Proposer's Name: _____

Signature: _____ Title: _____

3. Addenda

Provide signature and date for each Addenda received.

1.	2.	3.
4.	5.	6.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #2

PROPOSER'S ACKNOWLEDGEMENT

Submit Proposals To: CRA Board
The Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435
Telephone: (561) 600-9092

Issue Date: **August 15, 2025**

RFP Title: **REQUEST FOR PROPOSALS FOR EXECUTIVE
DIRECTOR SERVICES**

RFP Received By: **September 15, 2025, NO LATER THAN 3:00 P.M. (LOCAL
TIME)**

RFP may not be withdrawn within ninety (90) days after such date and time. All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the CRA.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Provide the name of any officer, director, or agent of the firm who is also a public employee.

_____.

Provide the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

Signature: _____ Print name: _____ Title: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #3

NON-COLLUSION AFFIDAVIT FORM

STATE OF
COUNTY OF

_____, being first duly sworn deposes and says that:

1. He/She is the _____, of _____, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn and subscribed to before me this _____ day of _____, 20____, in the State of _____, County of _____. Personally known to me or produced identification_____.

Notary Public _____ My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #4

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the CRA as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____, 20____

Printed Information:

NAME _____

TITLE _____

NOTARY PUBLIC, State of Florida
at Large

COMPANY

“OFFICIAL NOTARY SEAL” STAMP

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #5

DRUG-FREE WORK PLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087, hereby certifies that
_____ (Name of Business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Print Name and Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #6

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Boynton Beach Community Redevelopment Agency by

(Individual's name and title)

For

(Name of entity submitting sworn statement)

Whose _____ business _____ address
is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY IS FOR THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE

DATE

State of _____
County of _____

Personally appeared before me, the undersigned authority,

(name of individual signing) who, after first
being sworn by me, affixed his/her signature in the space provided above on the ____ day of
_____, 20 ____.

NOTARY PUBLIC
My commission expires:

FORM #7

PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGMENT

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CRA to be a material breach of this contract justifying its termination.

CONSULTANT NAME

By (Signature)_____

Print Name_____

Title:_____

Date:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #8

CERTIFICATION OF NON-SCRUTINIZED COMPANY

_____, on behalf of _____ (Firm)
hereby certifies that the firm is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Firm is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

Proposer Name

By: _____
Authorized Representative
Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____,
20_____, by _____. Such person (Notary Public
must check applicable box): ☐ is personally known to me ☐ produced their current driver
license ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL) Notary Public

(Printed, Typed or Stamped Name of Notary Public)

FORM #9

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I _____ (insert name) as _____
(insert title) on behalf of _____
(insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 4868-8569-4167, v. 1
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

By: _____

Print name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of___ physical presence or
___ online notarization, this day of_____, 20__ on behalf of by its. He/she is personally
known to me or has produced _____ as identification and did ()
did not () take an oath.

[Seal]

NOTARY PUBLIC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

FORM #11

INSURANCE REQUIREMENTS

I. General Liability

The Firm agrees to provide comprehensive General Liability Insurance for the benefit of the CRA with combined single limits of \$1,000,000 per occurrence, for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as follows and shall include:

- Premises or Operation;
- Independent Contractors;
- Broad Form Property Damage;
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement; and
- Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury liability and Property Damage Liability.

The CRA and the City of Boynton Beach are to be included as “Additional Insured” with respect to liability arising out of services performed for the Consultant by or on behalf of the CRA or acts or omissions of the Consultant Firm in connection with such services.

II. Professional Liability

The Firm agrees to provide professional liability insurance for the benefit of the CRA with combined single limits of \$1,000,000 per claim and which insures against errors and omissions by the Firm, its subcontractors and other professionals.

III. Worker’s Compensation

The Firm agrees to provide Worker’s Compensation and Employer’s Liability Insurance for the benefit of the Consultant Firm’s employees, if required by law.

V. Automobile Liability

The FIRM agrees to provide automobile liability insurance covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury -	\$100,000 each person
	\$300,000 each occurrence
Property Damage -	\$ 50,000 each occurrence

VI. Certificates of Insurance

Before commencing performance of this contract, the Consultant FIRM shall furnish the CRA with a duplicate Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A) Name of insurance carrier(s).
- B) Effective and expiration dates of policies.
- C) Thirty (30) days written notice by carrier of any cancellation or material change in any policy.
- D) Certificates of Insurance stating that the interests of the CRA are included as an additional named insured and specifying the Project.

Such insurance shall apply despite any insurance which the CRA may carry in its own name.

VII. Subcontractor Insurance

The FIRM is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other overages that the FIRM may consider necessary, and any deficiency in the overages or policy limits of any subcontractors will be the sole responsibility of the FIRM.

FORM #12

SAMPLE AGREEMENT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is made by and between _____ (hereinafter the "Consultant") and the **Boynton Beach Community Redevelopment Agency**, located at 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA desires to hire a Consultant to provide Executive Director Services pursuant to the CRA Request for Proposals for Executive Director Services ("Services"); and

WHEREAS, the Consultant has the knowledge, ability, and equipment to provide the Services; and

WHEREAS, the CRA wishes to enter into this Professional Services Agreement with the Consultant for a proper purpose in furtherance of the CRA Redevelopment Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

- 1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- 2) **Description of the Services:** The Consultant shall perform those services in compliance with the Scope of Services attached hereto as Exhibit A, and as further identified in the specifications accompanying the CRA Request for Proposals for Executive Director Services which are incorporated herein by reference as though fully set forth herein.
- 3) **Term.** This Agreement is in full force and effect upon full execution by the CRA. The Initial term of the Agreement shall be for one (1) year commencing on the date the Agreement is signed by the CRA, with two one-year options to renew.
- 4) **Compensation.** The CRA shall pay to the Consultant, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications described in the CRA Request for Proposals for Executive Director Services.
- 5) **Independent Contractor.** The Consultant agrees nothing contained in this Agreement shall be deemed or construed as creating an employee relationship, a partnership, or joint venture between the Consultant and the CRA. It is specifically understood that the Consultant is an Independent Contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services described herein.

- 6) **Standard of Care.** Consultant shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by CONSULTANT's professionals and individuals skilled in other technical disciplines, as appropriate.
- 7) **Non-exclusivity.** The CRA reserves the right as deemed in its best interest to perform, or cause to be performed, the Services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.
- 8) **Substitution of Personnel.** In the event the Consultant wishes to substitute personnel, the Consultant shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the contract for cause.
- 9) **Termination.** The CRA or the Consultant may terminate this Agreement at any time by providing thirty days written notice to the other party. The CRA or the Consultant may terminate this Agreement without notice in the event of a default by the other party as provided in Paragraph 7 of this Agreement. In the event either party terminates this Agreement pursuant to this paragraph, Consultant shall be compensated on a pro-rata basis for work completed prior to the termination unless otherwise provided by this Agreement.
- 10) **Default.** The failure of the Consultant to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If the Consultant fails to cure the default within seven (7) days of written notice from the CRA, the CRA may terminate this Agreement immediately as provided in Paragraph 6. Nothing in this paragraph shall be construed as a limitation on any damages the CRA may incur or is entitled to as a result of Consultant's breach or default.
- 11) **Insurance.** CONSULTANT will maintain insurance as set forth in the Insurance Requirements section of the RFP during the term of the Agreement: Consultant must provide a certificate of insurance showing these coverage amounts and including the Boynton Beach CRA as an additional insured under these policies.
- 12) **Indemnification.** The Consultant shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Consultant. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Consultant to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

- 13) No Transfer.** The Consultant shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without express, written, prior permission from the CRA.
- 14) No Discrimination.** The Consultant shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in association with this Agreement or the performance of the Services described herein.
- 15) CRA to Own Materials.** The Consultant agrees that the CRA shall be the owner of all materials, social media accounts, emails, and other correspondence created by the Consultant on behalf of the CRA as part of its performance of the Services. Any and all documents, files, reports, programs, developments and innovations, whether written or electronic, which are developed, maintained, utilized or conceived by Consultant during the term of this Agreement and in the course of the performance of Services hereunder shall be the exclusive property of the CRA; and Consultant hereby assigns all right, title and interest in same to the CRA.
- 16) No Infringement.** The Consultant represents that in performing the Services under this Agreement, the Consultant will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Consultant or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Consultant will indemnify the CRA against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Consultant shall not use the CRA's logos, or marks without the CRA's prior written approval.
- 17) Incorporation by Reference.** The documents listed below are a part of this Agreement and are hereby incorporated by reference, as though fully set forth herein. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:
- a. Terms and conditions as contained in this Agreement.
 - b. Terms and conditions contained in CRA Request for Proposals for Executive Director Services.
 - c. Consultant's response to CRA Request for Proposals for Executive Director Services and any subsequent information submitted by Consultant during the evaluation and negotiation process.
- 18) Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- 19) Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by

virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

- 20) Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the Parties expressly agree and submit.
- 21) Attorney's Fees.** It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 22) Independent Advice.** The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
- 23) Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties.
- 24) Voluntary Waiver of Provisions.** The CRA may, in its sole and absolute discretion, waive any requirement of the Consultant contained in this Agreement.
- 25) Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Consultant acknowledges and agrees that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:
- a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.
 - 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 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 Consultant does not transfer the records to the CRA.
 - d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of the Consultant or keep and maintain public records required by the CRA to perform the service. If the Consultant transfers all public records to the CRA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or BoyntonBeachCRA@bbfl.us.

- 26) Compliance with Laws.** In the performance of the Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including ethics and procurement requirements.
- 27) Anti-Human Trafficking Affidavit.** Prior to the execution of any agreement or contract arising out of this RFP, or any renewal and/or extension thereto, the selected Consultant shall attest under penalty of perjury, that the Consultant does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the CRA.
- 28) E-Verify.** The Consultant warrants compliance with all federal immigration laws and regulations that relate to their employees and subcontractors. The Consultant agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding the provisions of Section 8, "Termination," if the CRA has a good faith belief that the selected Consultant has knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the CRA shall terminate this Contract. If the CRA has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien for employment under this Contract who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the CRA shall promptly notify the Consultant and order the Consultant to immediately terminate its contract with the subcontractor. The Consultant shall be liable for any additional costs incurred by the CRA as a result of the termination of this Contract based on the Consultant's failure to comply with E-verify requirements referenced herein.
- 29) Effective Date.** This Agreement will become effective at the date and time that the last party signs this Agreement.
- 30) Survival.** The provisions of this Agreement regarding the content of materials created by Consultant for the CRA, promotional rights, infringement, indemnity, waiver, and termination shall survive the expiration or termination of this Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

**BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY**

NAME OF CONSULTANT

By: Chair
Boynton Beach CRA Board

By: _____, Partner

Approved as to Form:

Office of the CRA Attorney