The City of

Boynton Beach

City Commission Agenda

Tuesday, October 20, 2026, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Thomas Turkin, Vice Mayor (District III)
Angela Cruz, Commissioner (District I)
Mack McCray, Commissioner (District II)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact the City Clerk's Office at cityclerk@bbfl.us or (561) 742-6060.

---

1. Openings

A. Call To Order - Mayor Rebecca Shelton
Roll Call

Invocation by Commissioner McCray.

Pledge of Allegiance to the Flag, led by Commissioner McCray.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Regular Agenda**

A. Approval of an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for funding the removal of the historic Oyer mural, and authorization to negotiate and execute all agreements and documents necessary to remove the mural, transfer it to the City, and store it.

City Commission Motion

Motion to approve the Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for funding of the removal of the historic Oyer mural, in substantially the form presented. The motion also directs the City Manager to negotiate, and authorizes the Mayor to execute, all agreements, consents, releases, conveyances, and related documents with Verdex Construction, BB QOZ, LLC, 500 Ocean Properties, LLC, the Oyer family, and any other necessary party, as needed to implement the removal, transfer to the City, and storage of the mural, subject to approval by the City Attorney as to form and legal sufficiency. This is provided that:

1. The cost of removal paid by the City does not exceed the CRA funding approved under the Interlocal Agreement;
2. The City bears no cost other than storage; and
3. No agreement obligates the City to install, display, restore, or maintain the mural.

If these conditions cannot be met, the item will be brought back to the City Commission and the CRA Board.

CRA Board Motion

Motion to approve the Interlocal Agreement between the Boynton Beach Community Redevelopment Agency and the City for funding of the removal of the historic Oyer mural, in an amount not to exceed $100,000, in substantially the form presented. The motion also authorizes the Executive Director to negotiate and finalize the agreement and to take any action necessary to implement the Board's direction, subject to approval by CRA legal counsel as to form and legal sufficiency, and authorizes the Board Chair to execute the final agreement and any related documents. Any funding above $100,000 will require further Board approval.

B. Approval of the Second Amended and Restated Interlocal Agreement between the

City and the CRA for the Provision of City Services, Including Legal Services by the City Attorney's Office; Approval of a Joint Conflict Waiver; and Authorization of an Amendment to the City Attorney's Employment Agreement.

City Commission Motion

Motion to approve the Second Amended and Restated Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for the provision of City services, including legal services, and the Joint Conflict Waiver, in substantially the form presented; to authorize the City Manager to finalize the agreements, subject to review by the City Attorney's Office as to form and legal sufficiency; to authorize the Mayor to execute the final agreements; and to authorize the Mayor to execute an amendment to the City Attorney's Employment Agreement to reflect the additional duties of serving as CRA legal counsel and related compensation.

CRA Board Motion

Motion to approve the Second Amended and Restated Interlocal Agreement between the Boynton Beach Community Redevelopment Agency and the City for the provision of City services, including legal services by the City Attorney's Office, and the Joint Conflict Waiver, in substantially the form presented; and to authorize the Board Chair to execute the final agreements and any related documents.

3. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

4. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Call To Order - Mayor Rebecca Shelton

Requested Action: Roll Call

Invocation by Commissioner McCray.

Pledge of Allegiance to the Flag, led by Commissioner McCray.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Approval of an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for funding the removal of the historic Oyer mural, and authorization to negotiate and execute all agreements and documents necessary to remove the mural, transfer it to the City, and store it.

Requested Action:
City Commission Motion

Motion to approve the Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for funding of the removal of the historic Oyer mural, in substantially the form presented. The motion also directs the City Manager to negotiate, and authorizes the Mayor to execute, all agreements, consents, releases, conveyances, and related documents with Verdex Construction, BB QOZ, LLC, 500 Ocean Properties, LLC, the Oyer family, and any other necessary party, as needed to implement the removal, transfer to the City, and storage of the mural, subject to approval by the City Attorney as to form and legal sufficiency. This is provided that:

1. The cost of removal paid by the City does not exceed the CRA funding approved under the Interlocal Agreement;
2. The City bears no cost other than storage; and
3. No agreement obligates the City to install, display, restore, or maintain the mural.

If these conditions cannot be met, the item will be brought back to the City Commission and the CRA Board.

CRA Board Motion

Motion to approve the Interlocal Agreement between the Boynton Beach Community Redevelopment Agency and the City for funding of the removal of the historic Oyer mural, in an amount not to exceed $100,000, in substantially the form presented. The motion also authorizes the Executive Director to negotiate and finalize the agreement and to take any action necessary to implement the Board's direction, subject to approval by CRA legal counsel as to form and legal sufficiency, and authorizes the Board Chair to execute the final agreement and any related documents. Any funding above $100,000 will require further Board approval.

Explanation of Request: At the joint meeting on October 6, 2026, the City Commission and

the CRA Board directed staff to proceed with removal of the historic Oyer mural from the east wall of 529/531 East Ocean Avenue before the building is demolished for The Pierce.

Under Section 21 of the CRA's 2021 purchase agreement with 500 Ocean Properties, LLC, as assumed by BB QOZ, LLC, the property owner's obligation is limited to best efforts up to $20,000. Neither the City nor the CRA has a contractual obligation to fund the removal.

BB QOZ, LLC has advised that it will contract with Verdex Construction to demolish the building, and that its contract will authorize Verdex to remove and relocate portions of the building, including the mural. BB QOZ has indicated it will contribute $20,000 toward the removal but will not otherwise perform or fund the work. Verdex has offered to perform the removal. The estimated removal cost is $132,000.

Under the proposed Interlocal Agreement, the CRA will fund removal in an amount not to exceed $100,000. Any amount above that requires further approval by the CRA Board. The City will take title to the mural and store it at a City-owned facility at its own cost. The City makes no commitment to future installation, which would be subject to separate approval and appropriation.

The final arrangements with BB QOZ, Verdex, and the Oyer family are still being finalized. They are expected to include an agreement between the City and Verdex for the removal and a consent, waiver, and release from the Oyer family. Staff therefore requests authority to negotiate and execute the agreements and documents necessary to complete the removal, transfer, and storage of the mural, within the parameters stated in the motion. If removal cannot be accomplished within those parameters, staff will return to the City Commission and the CRA Board.

How will this affect city programs or services? There will be no impact to City programs or services.

Budgeted Item: Yes

Account Line Item and Description: This item is budget in the current fiscal year CRA budget.

Procurement Methodology Bids and Purchases Only: Interlocal Agreement

Fiscal Impact: This item is budget in the current fiscal year CRA budget.

Attachments:
Oyer Mural CRA Funding ILA Clean DRAFT 10.20.26.docx

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Approval of the Second Amended and Restated Interlocal Agreement between the City and the CRA for the Provision of City Services, Including Legal Services by the City Attorney's Office; Approval of a Joint Conflict Waiver; and Authorization of an Amendment to the City Attorney's Employment Agreement.

Requested Action:
City Commission Motion

Motion to approve the Second Amended and Restated Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for the provision of City services, including legal services, and the Joint Conflict Waiver, in substantially the form presented; to authorize the City Manager to finalize the agreements, subject to review by the City Attorney's Office as to form and legal sufficiency; to authorize the Mayor to execute the final agreements; and to authorize the Mayor to execute an amendment to the City Attorney's Employment Agreement to reflect the additional duties of serving as CRA legal counsel and related compensation.

CRA Board Motion

Motion to approve the Second Amended and Restated Interlocal Agreement between the Boynton Beach Community Redevelopment Agency and the City for the provision of City services, including legal services by the City Attorney's Office, and the Joint Conflict Waiver, in substantially the form presented; and to authorize the Board Chair to execute the final agreements and any related documents.

Explanation of Request:
The City and the CRA are parties to an Interlocal Agreement under which the City provides certain administrative and operational services to the CRA. The CRA's outside legal counsel recently resigned. To provide continuity and efficiency, the City and the CRA propose that the City Attorney's Office serve as legal counsel to the CRA.

The Second Amended and Restated Interlocal Agreement adds legal services to the scope of City services, sets out the CRA's reimbursement to the City for those services, and consolidates prior amendments into a single restated agreement. Because the City and the CRA are separate legal entities whose interests may occasionally diverge, the Florida Rules of Professional Conduct require informed consent from both clients. The Joint Conflict Waiver documents each entity's consent, establishes a protocol for identifying actual conflicts, and

provides that independent outside counsel will be retained on any matter in which the interests of the City and the CRA are directly adverse.

The additional duties of serving as CRA counsel also require an amendment to the City Attorney's Employment Agreement to address compensation for CRA services/scope of duties. The cost is reimbursed by the CRA under the Interlocal Agreement.

How will this affect city programs or services? There will be no impact to City or CRA programs or services

Budgeted Item: Yes

Account Line Item and Description: Funding is allocated in the CRA Budget for the expenditure.

Procurement Methodology Bids and Purchases Only: Interlocal Agreement between the City and CRA.

Fiscal Impact: Funding is allocated in the CRA Budget for the expenditure.

Attachments:
CRA City Second Amended and Restated ILA Fixed Fee General Counsel and Legal Services Reserve 10.19.26.docx
Revised CRA City Rule 4-1.7 Waiver and Consent General Counsel FINAL 10.13.26.docx
Attachment III - CAO Memo CRA General Counsel Proposal Letterhead

SECOND AMENDED AND RESTATED MASTER ADMINISTRATIVE SERVICES INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR CITY MANAGER CHIEF EXECUTIVE OFFICER SERVICES, HUMAN RESOURCE SERVICES, FINANCE SERVICES, INFORMATION TECHNOLOGY SERVICES, CITY CLERK SERVICES, PROCUREMENT SERVICES, ADDITIONAL SERVICES, CITY-CONTRACT PURCHASES, SPECIAL GENERAL COUNSEL LEGAL SERVICES, AND RISK MANAGEMENT SERVICES

THIS SECOND AMENDED AND RESTATED MASTER ADMINISTRATIVE SERVICES INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF BOYNTON BEACH**, a Florida municipal corporation ("City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate created pursuant to Part III, Chapter 163, Florida Statutes ("CRA") (collectively, the "Parties").

WITNESSETH

WHEREAS, Part I of Chapter 163, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 (the "Interlocal Cooperation Act"), authorizes public agencies to enter into interlocal agreements with each other to authorize one public agency to exercise, on behalf of the other, jointly held powers, privileges, or authorities which each agency shares in common and which each might exercise separately, permitting public agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services in a manner that best accords with geography, economy, population, and other factors influencing the needs and development of such agencies; and

WHEREAS, the CRA is a public agency created pursuant to Chapter 163, Part III, Florida Statutes, and has as its purpose the elimination and prevention of slum and blight in those portions of the City of Boynton Beach located within its geographically designated redevelopment area; and

WHEREAS, the CRA requires a Chief Executive Officer to manage its day-to-day operations, oversee staff, and carry out the policies and programs of the CRA Board; and

WHEREAS, Section 20(b) of the City Charter of the City of Boynton Beach authorizes the City Manager, with the consent of the City Commission, to serve as the head of one or more departments, offices, or agencies; and

WHEREAS, the CRA has the authority to appoint any qualified person to serve as the Chief Executive Officer of the CRA, and has determined that the City Manager has all necessary qualifications to serve in that role; and

WHEREAS, the City Commission has authorized the City Manager to serve as Chief Executive Officer of the CRA pursuant to City Charter Section 20(b), by motion adopted at a duly noticed Joint City Commission and CRA Board Meeting held on April 14, 2026, at which the City Commission and CRA Board were acting in their dual capacity; and

WHEREAS, the City Commission's approval of this Agreement constitutes authorization for the City Manager and the City Attorney to receive supplemental compensation from the City in recognition of the additional duties performed as Chief Executive Officer and as CRA General Counsel, respectively, the amounts and terms of which are set forth herein; and

WHEREAS, the Parties entered into that certain Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for City Services, Including City Manager Interim Executive Director Services, Human Resource Services, Finance Services, and Information Technology Services, dated on or about April 21, 2026 (the "Original Agreement"); and

WHEREAS, the Parties amended the Original Agreement by the First Amendment to Interlocal Agreement dated on or about June 16, 2026, which added City Clerk Services and Procurement Services and amended the title of the Original Agreement to the "Master Administrative Services Agreement" (the "First Amendment"); and

WHEREAS, the Parties further amended the Original Agreement by the Second Amendment to the Master Administrative Services Agreement dated on or about August 11, 2026, which established the contract position of Chief Executive Officer of the CRA and the Chief Executive Officer Services Budget, authorized Additional Services and City-Contract Purchases, and confirmed the entity independence of the Parties (the "Second Amendment"); and

WHEREAS, the Parties amended and restated the Original Agreement, as amended by the First Amendment and the Second Amendment, in its entirety by the Amended and Restated Master Administrative Services Interlocal Agreement approved by the CRA Board and the City Commission on September 16, 2026 (the "First Amended and Restated Agreement"), which consolidated the prior instruments into a single agreement, added Legal Services in the nature of special counsel services in the areas of procurement, human resources, City Clerk, risk management, finance, and information technology functions, and added Risk Management Services; and

WHEREAS, the CRA's general counsel, the law firm of Lewis, Longman & Walker, P.A., has tendered its resignation as CRA Board Attorney, effective as of October 21, 2026; and

WHEREAS, the CRA Board has requested that the City, through the Office of the City Attorney, serve as full general counsel to the CRA, and the City is willing to provide such services on the terms set forth herein; and

WHEREAS, the Parties intend that the CRA pay the City a fixed annual Legal Services Fee for the services of the Office of the City Attorney, and that the balance of the CRA's annual budget for legal services be held by the CRA as a Legal Services Reserve available for outside counsel engaged through the Office of the City Attorney and paid directly by the CRA, or to fund a portion of City positions within the Office of the City Attorney that provide services to both the City and the CRA; and

WHEREAS, the Parties further intend that the CRA be represented by independent counsel of its own selection in any matter in which the interests of the City and the CRA are

adverse, and that the concurrent representation of the City and the CRA by the Office of the City Attorney be subject to the written informed consent of both Parties in accordance with Rule 4-1.7, Rules Regulating The Florida Bar; and

WHEREAS, the Parties now desire to amend and restate the First Amended and Restated Agreement in its entirety in order to (i) expand the Legal Services from special counsel services in identified functions to full general counsel services; (ii) establish the Legal Services Fee and the Legal Services Reserve; (iii) establish procedures for the engagement of Outside Counsel and Conflict Counsel; (iv) consolidate into this Agreement the public meeting support services provided under the Public Meeting Support Services Agreement; and (v) make conforming changes throughout; and

WHEREAS, the Parties also entered into that certain Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Public Meeting Support Services, approved by City Commission Resolution No. R24-101 on May 7, 2024 (the "Public Meeting Support Services Agreement"), under which the CRA contributes its proportionate share of the cost of the City's videography and agenda management services for CRA public meetings, and the Parties desire to consolidate those services into this Agreement; and

WHEREAS, this Agreement supersedes and replaces the First Amended and Restated Agreement and the Public Meeting Support Services Agreement in their entirety, and all references herein to actions, effective dates, and ratifications occurring under the Original Agreement, the First Amendment, the Second Amendment, and the First Amended and Restated Agreement are carried forward and confirmed by this Agreement; and

WHEREAS, the Parties have determined this Agreement to be in the best interests of the residents and citizens of Boynton Beach and serves a proper public purpose in furtherance of the CRA Redevelopment Plan;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

The recitals set forth above are true and correct and are incorporated herein by this reference.

2. DEFINITIONS.

2.1 "Agreement" means this Second Amended and Restated Master Administrative Services Interlocal Agreement, as may be amended from time to time.

2.2 "CRA Board" means the governing board of the Boynton Beach Community Redevelopment Agency.

2.3 "CRA Staff" means all employees of the CRA, whether employed directly by the CRA or provided through arrangement with the City.

2.4 "City Employees" means employees of the City of Boynton Beach.

2.5 "City Manager" means the duly appointed City Manager of the City of Boynton Beach, currently Daniel Dugger, or their successor in office.

2.6 "CRA General Counsel" means the City Attorney of the City of Boynton Beach, currently Shawna Lamb, or their successor in office, acting through the Office of the City Attorney, when serving as general counsel and board attorney to the CRA pursuant to Section 12.

2.7 "Chief Executive Officer" or "CEO" means the permanent Chief Executive Officer of the CRA or an Interim Chief Executive Officer of the CRA, whichever is applicable at the relevant time, who shall be the highest ranking member of the CRA Staff and answer directly to the CRA Board. When the City Manager is acting as CEO, the terms "City Manager" and "CEO" are interchangeable for all purposes of Section 4 of this Agreement and any other provision describing duties, authority, or responsibilities performed in that capacity.

2.8 "Fiscal Year" means the period from October 1 through the following September 30 of any given year.

2.9 "FY 2025-2026" means the fiscal year commencing October 1, 2025, and ending September 30, 2026.

2.10 "HR Director" means the Director of Human Resources of the City of Boynton Beach, or their designee.

2.11 "Services" means collectively the Chief Executive Officer Services, Human Resource Services, Finance Services, Information Technology Services, City Clerk Services, Procurement Services, Additional Services, Legal Services, Risk Management Services, and Shared Vendor Services described herein, and any additional services as may be added to this Agreement by duly executed written amendment. Each of the foregoing may be referred to individually herein as a "Service category."

2.12 "CEO Salary" means the annual salary designated by the CRA Board for the City Manager in his capacity as Chief Executive Officer of the CRA, as established in Section 4.6(b), and as adjusted pursuant to Section 4.6(c).

2.13 "CEO Support Budget" means the portion of the CEO Services Budget remaining after deduction of the CEO Salary, available to compensate other City employees designated to perform Chief Executive Officer Services pursuant to Section 4.1, as further described in Section 4.6(b).

2.14 "CEO Services Budget" means the total annual budget payable by the CRA to the City for all Chief Executive Officer Services, comprised of the CEO Salary and the CEO Support Budget, as established in Section 4.6(b) and adjusted pursuant to Section 4.6(c).

2.15 "Additional Services" means professional and technical services provided by the City to the CRA upon written request pursuant to Section 10.

2.16 "Additional Services Cap" means the maximum annual compensation payable by the CRA for Additional Services in any fiscal year, as established in Section 10.3 and adjusted pursuant to the automatic escalator therein.

2.17 "Authorized City Personnel" means the City of Boynton Beach assistant city manager, the City of Boynton Beach deputy city manager, and the City of Boynton Beach development director.

2.18 "City-Contract Purchases" means supplies, equipment, software licenses, subscriptions, or other items purchased by the City on behalf of the CRA through City contracts or cooperative purchasing arrangements pursuant to Section 11.

2.19 "Professional Services" shall have the meaning set forth in Section 287.055, Florida Statutes.

2.20 "Legal Services" means the general counsel legal services provided by the City, through the Office of the City Attorney, to the CRA pursuant to Section 12.

2.21 "Legal Services Budget" means the total amount appropriated for legal services in the CRA's adopted budget for a fiscal year, as amended, comprised of the Legal Services Fee and the Legal Services Reserve, as provided in Section 12.7(a).

2.22 "Legal Services Fee" means the fixed annual amount payable by the CRA to the City for Legal Services, comprised of the City Attorney Salary Supplement and the Legal Support Budget, as established in Section 12.7(b), and as adjusted pursuant to Section 12.7(e).

2.23 "City Attorney Salary Supplement" means the portion of the Legal Services Fee designated as supplemental compensation to the City Attorney, in the amount established in Section 12.7(c), and as adjusted pursuant to Section 12.7(e).

2.24 "Legal Support Budget" means the portion of the Legal Services Fee remaining after deduction of the City Attorney Salary Supplement, available to fund the employer costs of the City Attorney Salary Supplement and to compensate other City employees within or supporting the Office of the City Attorney who perform Legal Services, as established in Section 12.7(c), and as adjusted pursuant to Section 12.7(e).

2.25 "Legal Services Reserve" means the portion of the Legal Services Budget remaining after deduction of the Legal Services Fee, which is held by the CRA and available for Outside Counsel and Supplemental Staffing Funding, as provided in Section 12.7(d).

2.26 "Outside Counsel" means outside legal counsel selected and engaged on behalf of the CRA through the CRA General Counsel pursuant to Section 12.5.

2.27 "Conflict Counsel" means independent legal counsel selected by the CRA Board to represent the CRA in City-CRA Matters pursuant to Section 12.6.

2.28 "City-CRA Matters" has the meaning set forth in Section 12.6(a).

2.29 "Legal Services Transition Date" has the meaning set forth in Section 12.12.

2.30 "LLW Transition Fees" has the meaning set forth in Section 12.12.

2.31 "LLW Transition Matters" has the meaning set forth in Section 12.12.

2.32 "Supplemental Staffing Funding" has the meaning set forth in Section 12.7(d).

2.33 "Risk Management Services" means the risk management, insurance coordination, and workplace safety and injury support services provided by the City to the CRA pursuant to Section 13.

2.34 "Risk Manager" means the risk manager of the City of Boynton Beach, or their designee.

2.35 "Executive Director" means the member of the Authorized City Personnel designated to serve as Executive Director of the CRA pursuant to Section 4.1, currently the Deputy City Manager.

2.36 "Previously Authorized Matters" has the meaning set forth in Section 12.6(f).

2.37 "Vendor Agreement" means an agreement between the City and a third-party vendor under which Shared Vendor Services are provided, as amended, renewed, or replaced from time to time.

2.38 "Shared Vendor Services" means the services provided to the CRA through the Vendor Agreements as described in Section 11.5.

3. TERM AND EXCLUSIVITY.

3.1 Initial Term; Current Renewal Term. The Original Agreement became effective upon execution by both Parties, with the City Manager's service as CEO deemed to have commenced on April 14, 2026, as provided in Section 4.1. The initial term ran through September 30, 2026, and the Agreement automatically renewed pursuant to Section 3.2 for the renewal term commencing October 1, 2026, and ending September 30, 2027. This Agreement amends and restates the Agreement within that renewal term and does not interrupt or restart the term, which shall continue to renew as provided in Section 3.2 unless earlier terminated in accordance with Section 31.

3.2 Renewal. This Agreement shall automatically renew on a fiscal year basis commencing October 1 of each subsequent year, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term, or unless the Agreement is earlier terminated pursuant to Section 31. Each renewal term shall be subject to review and amendment as to compensation and scope of services pursuant to Section 25 below prior to the commencement of the renewal term.

3.3 Continuation of Services. Upon each renewal of this Agreement, all Services shall automatically continue without the need for separate reauthorization, affirmative votes, or additional approvals by either Party. Either Party may discontinue any individual Service category without terminating the Agreement as a whole by providing sixty (60) days' written notice to the other Party specifying the Service category to be discontinued. Notwithstanding the foregoing, the City Manager's service as CEO shall be as provided in Section 4.1, and may be terminated or discontinued as provided in Section 4.6, and the Legal Services may be discontinued as provided in Section 12.13.

3.4 Exclusivity. During the term of this Agreement, the CRA shall not engage any outside firm, contractor, consultant, or individual to perform services that are the same as or substantially similar to any of the Services provided under this Agreement without the prior written consent of both Parties. This exclusivity requirement exists to prevent conflicting direction to CRA Staff, duplicative costs, and confusion regarding authority and accountability. Notwithstanding the foregoing, the CRA Board may at any time recruit, select, and hire a new CEO without the City's

consent, and this provision shall not apply to any transition period during which both the City Manager and a newly hired permanent CEO are simultaneously engaged to facilitate an orderly transfer of duties. Additionally, notwithstanding the foregoing exclusivity requirement of this Section shall not apply to Additional Services as provided in Article 10, and Legal Services, and nothing in this Agreement shall preclude, limit, or require the consent of either Party for (a) the CRA, acting through the CRA Board, to engage or retain Conflict Counsel or other independent legal counsel for any matter at any time; (b) the CRA General Counsel to engage Outside Counsel on behalf of the CRA as provided in Section 12.5; or (c) the City, acting through the Office of the City Attorney, to engage or retain outside legal counsel for the City as it deems necessary and as authorized.

4. CHIEF EXECUTIVE OFFICER SERVICES.

4.1 Appointment; Authority. The City Manager is hereby designated to serve as the CEO of the CRA for the term of this Agreement and any renewals thereof, until such time as the CRA Board hires or appoints another person or firm as CEO, or the CEO Services under this Section are otherwise terminated pursuant to this Agreement. This appointment is made pursuant to Section 20(b) of the City Charter, with the consent of the City Commission, as authorized by motion adopted at the Joint City Commission and CRA Board Meeting held on April 14, 2026. (On April 14, 2026, the title of "Executive Director" was used to denote the highest-ranking CRA Staff member; as of the effective date of the Second Amendment, the position previously titled Executive Director was renamed the Chief Executive Officer, and that renaming is carried forward and confirmed by this Agreement.) A single authorization suffices for the duration of the appointment; no annual reauthorization is required. The City Manager's service as CEO is deemed to have commenced on April 14, 2026, and all actions taken by the City Manager in that capacity from April 14, 2026, through April 23, 2026 (the original date of execution of the Original Agreement) are hereby ratified and confirmed by both Parties. Acting in his dual capacity as CEO and City Manager, the City Manager may, in addition to directing CRA employees, appoint or designate a qualified City employee to perform specific operational duties under this Section 4 on the City Manager's behalf, provided that such direction is consistent with the City employee's terms of employment with the City and is not reasonably capable of being performed by CRA employees, and further provided the City Manager shall retain overall authority and accountability for the Services described herein. The Parties specifically authorize the City Manager to delegate to any of the Authorized City Personnel any CEO duty, provided that each individual member of the Authorized City Personnel shall have the personal right, in their sole discretion, to refuse any such assignment, which refusal shall not be deemed to impact their performance in their role as City employee. Further, the CEO may designate any one of the Authorized City Personnel to serve as the Executive Director, who shall report directly to the CEO, provided again that the CEO shall retain overall authority and accountability for the Services described herein and further provided that the CEO shall retain the obligations of the Executive Director for any policy adopted by the CRA Board prior to the effective date of the Second Amendment that mandates that certain actions or functions be performed by the Executive Director until such time as the CRA Board has had the opportunity to reconsider such policy.

4.2 Scope of Duties. The CEO shall perform all duties necessary and appropriate to that role, including but not limited to:

- Carrying out the policies established by the five-member CRA Board and directly reporting to the CRA Board;
- Managing the day-to-day operations of the CRA, including oversight of all current CRA Staff and providing professional services to the CRA, such as project management, fiscal oversight, policy development, capital project administration, CRA program management, and redevelopment plan implementation;
- Implementing and executing plans, projects, programs, and incentives consistent with the CRA Redevelopment Plan;
- Working with the CRA Board and CRA Staff to develop, maintain, amend, and update the CRA Redevelopment Plan and strategic finance plans;
- Tracking and managing projects and project budgets;
- Negotiating contracts and providing project contract administration for vendors and subcontractors, subject to the procurement authority delegated by the CRA Board and in accordance with the CRA procurement policy;
- Overseeing and directing the CRA's real estate management and transactions, marketing, business incentives, new business development, business attraction and retention, and special business promotion activities;
- Developing strategies to attract and secure developers to collaborate with the CRA and City on development projects;
- Working with grant administrators to secure, oversee, and coordinate compliance with grants obtained by the CRA;
- Assisting with and overseeing the preparation and management of the annual CRA budget;
- Developing and providing CRA communications, including marketing, branding, and advertising, newsletters, meeting notices, and other outreach;
- Representing the CRA at CRA Board meetings, City Commission meetings, stakeholder meetings, community meetings, and events;
- Representing or designating appropriate personnel to represent the CRA at CRA Advisory Board meetings;
- Overseeing the hiring, discipline, and termination of CRA Staff (subject to Section 5 of this Agreement regarding HR authority);
- Making public presentations to the CRA Board, City Commission, and other public and private organizations regarding CRA redevelopment, business, initiatives, and focus;
- Monitoring compliance with Chapter 163, Part III, Florida Statutes, and all other applicable laws, rules, and regulations;
- Overseeing the disposal of CRA land for redevelopment consistent with the CRA Redevelopment Plan and Florida Statutes;

- Coordinating with the City and other governmental entities on matters of mutual concern;
- Performing such other duties as are logically related to the role of CRA Chief Executive Officer and as may be assigned by the CRA Board and permitted by Florida Statutes.

4.3 Staffing. The City Manager shall oversee and direct all existing CRA Staff. All CRA Staff shall work at CRA offices currently located at 100 East Ocean Avenue, Boynton Beach, Florida, or at such other CRA offices as may be established. CRA Staff shall follow the policies and procedures applicable to CRA Staff as established by the CRA Board, in consultation with the HR Director, as provided in Section 5.

4.4 Reserved.

4.5 Standard of Care. The City Manager shall perform the Chief Executive Officer Services in a diligent, careful, thorough, and professional manner consistent with good public management practice, and shall at all times provide the CRA with sound and reasonable recommendations and advice. The City Manager shall at all times comply with Chapter 163, Part III, Florida Statutes, and all other applicable laws governing community redevelopment agencies.

4.6 Compensation for Chief Executive Officer Services; Annual Budget.

(a) **FY 2025-2026.** Commencement of CEO Services Budget. The nominal fee of Three Hundred Dollars ($300.00) set forth in the Original Agreement shall constitute the full compensation payable by the CRA to the City for Chief Executive Officer Services for the period from the commencement of such Services through July 31, 2026, and which was duly tendered and received thirty (30) days of execution of the Original Agreement. This amount is not subject to the annual budget established by this Section. Effective August 1, 2026, the CEO Services Budget established in subsection (b) below, comprising both the CEO Salary and the CEO Support Budget, shall take effect and shall supersede the nominal fee. For the partial period commencing August 1, 2026, and ending September 30, 2026, the CRA shall pay (or has paid, as applicable) the City the CEO Services Budget at the monthly installment rate set forth in subsection (b) for the two-month partial period, invoiced and payable as provided in subsection (b). Of the CEO Services Budget applied during this partial period, the CEO Salary component shall be a prorated portion of the annual CEO Salary equal to two-twelfths (2/12) of the annual CEO Salary, which the City shall pay to the City Manager through City payroll, funded by the CRA reimbursement, and the balance shall constitute the CEO Support Budget for the partial period. The City Manager Salary Supplement payable under Section 4.7 for the partial period shall equal the prorated CEO Salary set forth in this subsection. The CEO Services Budget, the CEO Salary, and the CEO Support Budget, as set forth in subsection (b), shall continue and begin a new term commencing October 1, 2026, and shall not be subject to the automatic annual escalator until October 1, 2027, as provided in subsection (c).

(b) **FY 2026-2027 and Each Subsequent Fiscal Year.** Commencing October 1, 2026 (FY 2026-2027), the CRA shall pay the City an annual budget for Chief Executive Officer Services (the "CEO Services Budget") in the amount of FOUR HUNDRED THOUSAND DOLLARS ($400,000.00), allocated as follows: (i) SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) per year (the "CEO Salary") is hereby established by the CRA Board as the annual salary of the

City Manager in his capacity as Chief Executive Officer of the CRA for FY 2026-2027, which amount the City shall pay to the City Manager through City payroll, funded by the CRA reimbursement; and (ii) the remaining THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($325,000.00) per year (the "CEO Support Budget") shall be available to the City Manager, in his sole discretion, to compensate other City employees or consultants designated to perform Chief Executive Officer duties pursuant to Section 4.1, consistent with applicable City employment policies and compensation practices. The CEO Services Budget shall be invoiced by the City to the CRA Finance Director in equal monthly installments of THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($33,333.33), due and payable within thirty (30) days of invoice in accordance with the Local Government Prompt Payment Act, Section 218.70 et al., Florida Statutes. All amounts received by the City under this Section shall be paid by the City to the City employees providing Chief Executive Officer Services, as determined by the City Manager in his sole discretion, consistent with applicable City employment policies and compensation practices. All decisions concerning the allocation of the CEO Support Budget shall be solely the responsibility of the City to the exclusion of the CRA.

(c) **Automatic Annual Escalator.** Beginning October 1, 2027, and on each October 1 thereafter during the term of this Agreement, the CEO Services Budget, the CEO Salary, and the CEO Support Budget shall each automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. The CRA Board shall not be required to take annual action to approve or set the City Manager's CEO Salary or any other compensation for Chief Executive Officer Services. Either Party may request renegotiation of the CEO Services Budget by written notice if: (a) the City's actual cost to provide Chief Executive Officer Services in any fiscal year materially exceeds the five percent (5%) escalator due to changes in staffing, compensation levels, or the scope of services required; or (b) the scope of Chief Executive Officer Services is materially expanded or reduced by written amendment. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may terminate Chief Executive Officer Services upon sixty (60) days' written notice, without affecting any other Service category or the Agreement as a whole.

(d) **No Effect on Termination Rights.** The establishment of a fixed annual budget under this Section does not limit or modify either Party's right to terminate this Agreement or the Chief Executive Officer Service category in accordance with Section 31 of this Agreement. In the event of termination of Chief Executive Officer Services, the CRA shall owe the City only the pro-rata portion of the then-current monthly installment through the effective date of termination.

4.7 City Manager Salary Supplement. In recognition of the additional duties performed by the City Manager as Chief Executive Officer of the CRA, and as authorized by the City Commission's approval of this Agreement, the City shall pay the City Manager a salary supplement equal to the total compensation received by the City from the CRA under Section 4.6 for each applicable fiscal year ("Supplement"). The Supplement shall be paid in equal installments through the City's regular bi-weekly payroll cycle and shall be treated as additional compensation subject to all

applicable withholding and reporting requirements. Payment of the Supplement shall be effective as of April 14, 2026, with any amounts attributable to the period between April 14, 2026, and the date of execution of the Original Agreement paid in a lump sum with the first regular payroll following execution. The Supplement shall remain in effect for so long as the City Manager serves as Chief Executive Officer under this Agreement. For each subsequent fiscal year, the Supplement shall automatically equal the CEO Salary established under Section 4.6(b), as adjusted pursuant to Section 4.6(c), and shall not be less than the Supplement paid in the preceding fiscal year, absent the written consent of the City Manager serving in his capacity as Chief Executive Officer. Notwithstanding the foregoing, nothing in this Agreement shall be read to prevent the CRA from, in its sole and absolute discretion, reviewing the performance of the CEO or adjusting the CEO Salary and/or the CEO Support Budget, subject to the understanding that the CEO retains the right to discontinue the performance of the CEO Services should the CEO find such adjustments unsatisfactory. The City Manager's annual performance review by the City Commission shall address only the City-funded portion of the City Manager's total compensation; the CRA-funded Supplement adjusts automatically pursuant to Section 4.6(c) and shall not be subject to annual Commission action. Upon the City Manager's resignation from the Chief Executive Officer role or the termination of Chief Executive Officer Services under this Agreement, the Supplement shall cease as of the effective date of such resignation or termination, with a pro-rata final payment for any partial pay period.

5. HUMAN RESOURCE SERVICES.

5.1 Scope of Human Resource Services. The City's Human Resources Department shall provide comprehensive Human Resources Services to the CRA ("HR Services"). The HR Director shall have full authority to administer all HR functions for CRA Staff as described in this Section. The listing of services below is illustrative and not intended to limit the scope of the HR Director's authority, which shall encompass all functions necessary to manage the CRA's human capital in accordance with applicable law and best practices in public human resources management.

5.2 Personnel Administration. HR Services shall include all aspects of personnel administration, including, without limitation:

- Maintenance of personnel policies, procedures, and employee handbook provisions applicable to CRA Staff, in consultation with the CEO and the CRA General Counsel;
- Position classification and compensation analysis, including periodic market surveys and salary recommendations to the CRA Board;
- Document imaging and records management for all employee personnel files, in compliance with Chapter 119, Florida Statutes;
- Responding to all personnel-related public records requests;
- Employment verification services;
- Position control, maintenance, and organizational chart management;
- Internal HR consulting and access to HR staff for all personnel-related questions by CRA management and staff, by email, phone, or scheduled appointment.

5.3 Recruitment and Hiring. HR Services shall include full-cycle recruitment services for all CRA positions, including, without limitation:

- Drafting and posting vacancy announcements on the City and CRA website, applicable job boards, and other appropriate platforms;
- Advertising, applicant tracking, clerical testing, and screening of applicants (advertising, background check, and pre-employment physical costs to be borne by the CRA);
- Coordination and participation in the interview process, including assistance with interview panel design, scoring criteria, and candidate evaluation;
- Background check coordination and scheduling of pre-employment physicals;
- Extending conditional offers of employment and managing the pre-employment onboarding process in coordination with the CEO.

5.4 New Hire Orientation. The HR Director shall coordinate and conduct new hire orientation for all CRA Staff, including:

- Assistance with completion of all new hire paperwork, including payroll setup, direct deposit enrollment, and tax withholding forms;
- Acknowledgment of receipt of applicable policies and procedures;
- Workers' Compensation and leave policy presentation;
- Benefits overview and assistance with enrollment in applicable benefit plans.

5.5 Benefits Administration. HR Services shall include the administration of all employee benefits for CRA Staff, including:

- Access to and participation in City benefit plans on the same terms available to City employees, as permitted under applicable plan documents and law;
- Management of annual open enrollment process;
- Access to City wellness initiative programs, wellness fairs, and related programs;
- Coordination with benefit consultants on CRA-specific matters;
- COBRA administration and separation benefits processing.

5.6 Employee Relations; Discipline; Termination. The CEO holds final decision-making authority over all employee relations, discipline, and separation actions. The HR Director and the CRA General Counsel shall provide advice and assist with executing the direction given by the CEO, ensuring procedural compliance and risk management, but their role is to inform, support, and implement the CEO's decisions. The HR Director's responsibilities in this area include:

- Advising on disciplinary actions at all levels, including written warnings, suspensions, demotions, and terminations, in compliance with applicable law and CRA policy;
- The HR Director is authorized to recommend, develop, and implement disciplinary and corrective action plans for CRA Staff in consultation with the CEO;
- Processing and implementing employee terminations, including at-will terminations, terminations for cause, and involuntary separations, upon authorization by the CEO. Prior to any termination, the HR Director shall confer with the CRA General Counsel to assess

legal risk and ensure procedural compliance, and shall present findings and a recommendation to the CEO, who retains sole final authority to authorize the termination. This consultation requirement may be waived by the CEO in cases of immediate threat to workplace safety or other exigent circumstances;

- Management of internal grievance processes and employee complaints, coordinating with the CRA General Counsel as appropriate;
- Investigation of workplace complaints, harassment, discrimination, and retaliation allegations, in coordination with the CRA General Counsel, as appropriate;
- Coordination on unemployment compensation claims and responses;
- Exit interviews and separation processing.

5.7 Training and Development. HR Services shall include:

- Access to City-based training programs for CRA Staff (a per-class fee, consistent with the rate charged to City departments, will be charged to the CRA);
- Organizational development consultation;
- New manager/supervisor onboarding support.

5.8 Payroll and Leave Management. HR Services shall include the following payroll and leave management services:

- Initial setup and ongoing administration of CRA payroll in the City's HRIS/payroll system, including pay codes, tables, accrual rates, direct deposit information, and bank information;
- Processing of semi-monthly or bi-weekly payroll for all CRA Staff, including IRS tax payments, quarterly 941 reporting, and annual W-2 processing;
- Leave balance tracking and administration, including vacation, sick leave, FMLA, and other leave categories;
- Workers' Compensation claim coordination.

Any programming changes to the City's payroll system required solely to accommodate CRA-specific requirements may be subject to an additional charge, as agreed in writing by the Parties.

5.9 Compensation for Human Resource Services.

Service Component	**Annual Fee (FY 2025-2026)**
Benefits Administration (Sections 5.1, 5.5)	No Charge
Personnel Services, Recruitment, Employee Relations (Sections 5.2-5.4, 5.6-5.7), Monthly fee x 12	$1,541.67/mo = $18,500/year
Payroll & Leave Administration (Section 5.8), Monthly fee x 12	$183.33/mo = $2,200/year
ESTIMATED ANNUAL TOTAL	**$20,700**

The fees set forth above shall apply for FY 2025-2026. Beginning October 1, 2026, and on each October 1 thereafter during the term of this Agreement, all HR Services fees shall automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. Fees shall be invoiced monthly by the City to the CRA Finance Director and shall be due and payable within thirty (30) days of invoice in accordance with the Local Government Prompt Payment Act, Section 218.70 et al., Florida Statutes. Either Party may request renegotiation of HR Services fees by written notice if: (a) the City's actual cost increase for HR Services in any fiscal year exceeds the five percent (5%) escalator; (b) a change in applicable federal, state, or local law requires the City to perform additional HR functions or incur material additional costs not contemplated at the time of execution; or (c) the scope of CRA operations materially changes, including a significant increase or decrease in CRA headcount or benefit plan complexity. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may discontinue HR Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

6. FINANCE SERVICES.

6.1 Scope of Finance Services. The City's Finance Department shall provide financial oversight and review services to the CRA as outlined in this Section ("Finance Services"). The City Finance Director, or designee, shall serve as the primary contact to the CRA's Finance Director for Finance Services.

6.2 Finance Service Components. Finance Services shall include, but are not limited to:

- Oversight and review of accounting and financial reporting activities, including review of the CRA's general ledger and chart of accounts for accuracy and compliance;
- Oversight and strategic guidance for annual budget preparation, in coordination with the CRA's Finance Director;
- Oversight and monitoring of grant accounting, compliance reporting, and drawdown processing to ensure adherence to applicable requirements;
- Oversight and liaison responsibilities for the annual independent audit of the CRA's financial statements and standard review of audit findings in coordination with the CRA's finance director;
- Oversight and review of all CRA revenue, including tracking, reporting, and reconciliation processes;
- Oversight of cash management practices and investment compliance under Chapter 163 and applicable CRA fiscal policy, including review and approval of investment decisions;
- Oversight and monitoring of bond compliance and debt service obligations, including review of reporting requirements as applicable;
- Such other financial oversight or managerial services as may be mutually agreed upon by the Parties in writing.

6.3 CRA Finance Staff. The Finance Services provided under this Section are intended to supplement, not replace, the CRA's own finance personnel. The CRA's Finance Director and

Accounting and Finance Manager, or such other CRA finance personnel, shall continue to manage day-to-day CRA financial operations, and the City Finance Department shall provide coordination, oversight, support, and specific services as described above.

6.4 Compensation for Finance Services. The CRA shall pay the City for Finance Services in the amount of $4,583.33 per month for FY 2025-2026, invoiced monthly, for a total annual estimated fee of $55,000. Beginning October 1, 2026, and on each October 1 thereafter during the term of this Agreement, the Finance Services fee shall automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. Either Party may request renegotiation of Finance Services fees by written notice if: (a) the City's actual cost increase for Finance Services in any fiscal year exceeds the five percent (5%) escalator; (b) a change in applicable federal, state, or local law requires the City to perform additional financial functions or incur material additional costs not contemplated at the time of execution; or (c) the scope of CRA financial operations materially changes. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may discontinue Finance Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

7. INFORMATION TECHNOLOGY SERVICES.

7.1 Scope of Information Technology Services. The City's Information Technology Services ("ITS") Department shall provide computer technical support services ("IT Services") to the CRA in connection with the day-to-day governmental operations of the CRA, as described in this Section. The CRA shall provide all materials, equipment, and supplies necessary for the City to perform the IT Services. The CRA shall use its best efforts to cooperate with the City in providing the information and documentation necessary to the City in the performance of the IT Services.

7.2 IT Service Components. IT Services shall include, without limitation, the following:

- Support for the CRA's server and storage, firewall, router, and network equipment;
- Support for personal computers, printers, and peripherals used by CRA Staff;
- Support for City of Boynton Beach enterprise software utilized by the CRA (including Active Directory, Exchange email, financial systems, and similar platforms) and CRA-specific software;
- Access to the GIS Division's ESRI software and access to GIS staff for training, education, and support of ESRI and other GIS-based software;
- Application of the City's security policies, anti-virus software, and Windows automatic update policies to the CRA computing and network environment;
- Unlimited technical support during normal business hours (Monday through Friday, 8:00 am to 5:00 pm), as well as access to ITS on-call personnel for emergency issues during non-normal business hours;
- Implementation of City change management policy to address any configuration changes to the CRA servers, PCs, peripherals, printers, and network environment.

7.3 Service Level Standards. IT Services shall be performed in accordance with the service level standards set forth in the table below. Response and resolution times are based on problem severity and impact on CRA business operations.

Severity Code	Customer Impact	Service Response to Customer	Resolution Time
1 - Critical	Business Halted	Updates every 30 minutes	Until Fixed
2 - Urgent	Business Impacted	2-4 Hours	4 Hours
3 - Important	Non-Critical	1-3 Days	1-3 Days
4 - Request	Normal Business	3-5 Days	30 Days

7.4 Changes in Demand. The Parties agree that should the demands on the City's ITS Department change as a result of material changes in the number of workstations, material changes in the number of CRA Staff, or changes to CRA hardware or software inventory, the CRA and City shall renegotiate the annual fee payable under this Section upon receipt of a written request from the City to renegotiate.

7.5 Compensation for Information Technology Services. For FY 2025-2026, the CRA shall pay the City for IT Services in the annual amount of $32,194.96, invoiced quarterly by the City in the first week of each quarter, with each quarterly invoice equal to one-quarter of the annual amount. The CRA shall pay each quarterly invoice within thirty (30) days of receipt. The annual fee shall increase by five percent (5%), rounded to the nearest cent, on each October 1 during the term of this Agreement unless otherwise agreed in writing by the Parties. The payments described in this Section shall be full compensation for all IT Services performed. Either Party may request renegotiation of IT Services fees by written notice if: (a) the City's actual cost increase for IT Services in any fiscal year exceeds the five percent (5%) escalator; (b) a change in applicable federal, state, or local law requires the City to perform additional IT functions or incur material additional costs not contemplated at the time of execution; or (c) the scope of CRA IT operations materially changes. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may discontinue IT Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

8. CITY CLERK SERVICES.

8.1 Scope of City Clerk Services. The City Clerk's Office shall provide City Clerk services to the CRA as outlined in this Section ("City Clerk Services"). The City Clerk, or designee, shall serve as the primary contact for City Clerk Services. City Clerk Services are intended to support the CRA's compliance with applicable Florida law governing public records, records retention, and public meeting requirements.

8.2 City Clerk Service Components. City Clerk Services shall include, but are not limited to:

- Meeting Attendance and Minutes: Attending CRA Board meetings and other designated CRA meetings to prepare, transcribe, and finalize official minutes; maintaining the official minute books of the CRA Board in compliance with applicable law; and certifying minutes as required;
- Agenda Preparation: Assisting in the preparation, formatting, and distribution of agendas for CRA Board meetings and special meetings, in accordance with applicable law and CRA Board policies; ensuring agenda packages are published and noticed in compliance with the Florida Government in the Sunshine Law, Chapter 286.011, Florida Statutes;
- Public Records Request Processing: Receiving, logging, coordinating, and responding to public records requests directed to the CRA, in compliance with Chapter 119, Florida Statutes, including coordination with CRA Staff and the CRA General Counsel to identify and produce responsive records, assess applicable exemptions, and calculate and collect lawful fees;
- Records Retention: Implementing and maintaining a records retention schedule for CRA records in compliance with Chapter 119 and applicable Division of Library and Information Services general records schedules; providing guidance to CRA Staff on records classification, retention periods, and lawful disposition; and coordinating destruction of records eligible for disposal in accordance with applicable law;
- Document Filing and Attestation: Attestation and filing of CRA resolutions, agreements, and other official documents as requested by the CEO or CRA Board; maintaining an official record of all CRA Board actions;
- Such other City Clerk services as may be mutually agreed upon by the Parties in writing.

8.3 CRA Responsibilities. The CRA CEO shall designate a primary staff contact for coordination with the City Clerk's Office. The CRA shall provide the City Clerk's Office with timely access to all records, documents, and information necessary to perform the City Clerk Services, and shall cooperate fully with the City Clerk in the performance of these Services.

8.4 Compliance. All City Clerk Services shall be performed in strict compliance with Chapter 119, Chapter 286.011, and all other applicable Florida Statutes and administrative rules governing public agencies.

8.5 Compensation for City Clerk Services. The CRA shall pay the City for City Clerk Services in the amount of $1,701.09 per month for FY 2025-2026, invoiced monthly, for a total annual estimated fee of $20,413.08. Beginning October 1, 2026, and on each October 1 thereafter during the term of this Agreement, the City Clerk Services fee shall automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. Either Party may request renegotiation of City Clerk Services fees by written notice if: (a) the City's actual cost increase for City Clerk Services in any fiscal year exceeds the five percent (5%) escalator; (b) a change in applicable federal, state, or local law requires the City to perform additional City Clerk functions or incur material additional costs not contemplated at the time of execution; or (c) the scope of CRA operations materially changes. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either

Party may discontinue City Clerk Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

9. PROCUREMENT SERVICES.

9.1 Scope of Procurement Services. The City's Procurement Department shall provide comprehensive procurement services to the CRA as set forth in this Section ("Procurement Services"). The City's Procurement Director, or designee, shall serve as the primary contact for Procurement Services. Procurement Services are intended to support the CRA's compliance with applicable Florida law governing public procurement and contracting, including Chapter 163, Part III, and applicable CRA procurement policies. The listing of services below is illustrative and not intended to limit the scope of Procurement Services, which shall encompass all functions necessary to manage the CRA's procurement activities in accordance with applicable law and best practices in public procurement. The scope of Procurement Services does not include solicitations concerning real property disposal, which shall continue to be administered by the CRA; however, the CRA Staff may consult with the City's Procurement Department concerning real property disposal on an as-needed basis as part of the Procurement Services described herein.

9.2 Procurement Service Components. Procurement Services shall include, but are not limited to:

- Solicitation Management and Administration: Preparing, advertising, and administering Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and other competitive solicitations on behalf of the CRA, in compliance with applicable Florida law and CRA procurement policies, including coordination of pre-solicitation conferences, addenda, and solicitation opening procedures;
- Contract Review and Compliance: Reviewing proposed contracts and amendments for compliance with applicable procurement law and CRA policy; advising CRA Staff and the CEO on procurement thresholds, sole/single source justifications, and piggyback/co-op authority; maintaining contract files and procurement records in compliance with Chapter 119, Florida Statutes;
- Vendor Management: Maintaining vendor registration, statutory compliance, and prequalification processes; managing vendor performance documentation; coordinating vendor insurance verification and compliance with applicable contractor requirements; and administering vendor debarment and suspension procedures in accordance with applicable law and CRA policy;
- Procurement Training and Advisory Services: Providing guidance and training to CRA Staff on procurement requirements, competitive solicitation procedures, and contract administration best practices; advising the CEO and CRA Board on procurement policy development and updates;
- Such other procurement services as may be mutually agreed upon by the Parties in writing.

9.3 CRA Procurement Authority. Procurement Services provided under this Section are intended to support, not supplant, the CRA's procurement authority. All procurement decisions, contract awards, and expenditure approvals shall remain with the CRA Board or the CEO, or other authorized purchaser, as authorized under applicable law and the CRA's procurement policies. The Procurement Director shall serve in an advisory and administrative capacity and shall not have independent authority to bind the CRA.

9.4 Compliance. All Procurement Services shall be performed in strict compliance with applicable Florida law governing public procurement and all applicable CRA procurement policies and procedures.

9.5 Compensation for Procurement Services. The CRA shall pay the City for Procurement Services in the amount of ONE THOUSAND SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS ($1,666.66) per month for FY 2025-2026, invoiced monthly, for a total annual estimated fee of TWENTY THOUSAND DOLLARS ($20,000.00). Beginning October 1, 2026, and on each October 1 thereafter during the term of this Agreement, the Procurement Services fee shall automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. Either Party may request renegotiation of Procurement Services fees by written notice if: (a) the City's actual cost increase for Procurement Services in any fiscal year exceeds the five percent (5%) escalator; (b) a change in applicable federal, state, or local law requires the City to perform additional procurement functions or incur material additional costs not contemplated at the time of execution; or (c) the scope of CRA procurement activities materially changes. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may discontinue Procurement Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

10. ADDITIONAL SERVICES.

10.1 Scope. In addition to the Services expressly described in this Agreement, the City may provide additional technical services to the CRA upon written request by the CRA ("Additional Services"). Additional Services may include GIS services, planning services, development services, and such other technical services as the CRA may request and the City may agree to provide. The City is not obligated to provide any particular Additional Service and may decline any request at its sole discretion. Additional Services shall be performed by City employees designated by the City Manager. Additional Services may include Professional Services, provided that the City shall not provide, and the CRA shall not request, Professional Services for any project, or for any planning or study activity, for which the estimated construction cost or the fee for professional services exceeds the applicable threshold amounts established in Section 287.055, Florida Statutes, or for which competitive selection would otherwise be required under Section 287.055, Florida Statutes, the CRA's procurement policies, or other applicable law. Each request for Professional Services shall identify the project or activity and the estimated fee, and the City's written confirmation under Section 10.2 shall confirm that the requested Professional Services comply with this Section and Section 287.055, Florida Statutes.

10.2 Request Process. The CRA shall submit a written request for Additional Services to the City Manager, describing the scope of services requested and the desired timeframe. The City shall confirm in writing whether it will perform the requested services, including the estimated hours and applicable rate(s), before work commences. The written request from the CRA, together with the City's written confirmation, shall constitute the authorization for the City to perform and invoice the CRA for the Additional Services described therein.

10.3 Compensation; Annual Cap. Additional Services shall be billed to the CRA at the actual fully loaded hourly rate of the City employee performing the services, inclusive of salary, benefits, and applicable overhead, as determined by the City. The City shall invoice the CRA monthly for Additional Services performed during the preceding month, with each invoice identifying the employee(s), department, services performed, hours worked, and applicable hourly rate(s). Invoices shall be due and payable within thirty (30) days of receipt in accordance with the Local Government Prompt Payment Act, Section 218.70 et al., Florida Statutes. The total compensation payable by the CRA for Additional Services, including any Professional Services, in any fiscal year shall not exceed ONE HUNDRED THOUSAND DOLLARS ($100,000.00) (the "Additional Services Cap"). Beginning October 1, 2027, and on each October 1 thereafter during the term of this Agreement, the Additional Services Cap shall automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. The City shall track cumulative Additional Services billings and shall notify the CRA in writing when billings reach eighty percent (80%) of the then-current Additional Services Cap. Upon reaching the Cap in any fiscal year, the City shall have no obligation to perform further Additional Services for the remainder of that fiscal year unless the CRA Board approves an increase to the Cap by written amendment.

10.4 No Exclusivity. Nothing in this Section shall preclude the CRA from engaging outside consultants or contractors for the same or similar services, subject to the exclusivity provisions of Section 3.4 of this Agreement as they relate to Chief Executive Officer Services only.

11. CITY-CONTRACT PURCHASES AND SHARED VENDOR SERVICES; REIMBURSEMENT.

11.1 City-Contract Purchases. At the written request of the CRA, the City may purchase supplies, equipment, software licenses, subscriptions, or other items on behalf of the CRA through existing City contracts or cooperative purchasing arrangements ("City-Contract Purchases"). City-Contract Purchases may include, without limitation, additional user licenses for City enterprise software systems utilized by the CRA (such as agenda management systems and ERP platforms), computer hardware and peripherals, and similar items procured under City contracts to which the CRA does not have direct access. The City is not obligated to make any particular City-Contract Purchase and may decline any request at its sole discretion, including where doing so would conflict with contract terms, procurement requirements, or City policy.

11.2 Reimbursement. The CRA shall reimburse the City for the actual cost of all City-Contract Purchases made on the CRA's behalf, without markup, within thirty (30) days of receipt of invoice. The City shall provide the CRA with documentation of the actual cost, including a vendor invoice or purchase order, sufficient to support the CRA's payment and public records obligations. City-Contract Purchases that are within the CRA's adopted budget for the applicable fiscal year may

be made upon written request of the CRA without further CRA Board action. City-Contract Purchases that are not within the CRA's adopted budget, or that would cause the CRA to exceed a budgeted line item, shall require prior written approval of the CRA Board before the City proceeds with the purchase. The CRA shall be solely responsible for ensuring that requested City-Contract Purchases are within its budgeted appropriations or have received required Board approval, and the City shall have no liability for purchases made in good faith upon the written request or approval of the CRA.

11.3 No Direct Vendor Relationship. Nothing in this Section shall be deemed to create a contract between the CRA and any City vendor; provided, however, that the CRA may enforce a Vendor Agreement to the extent provided in Section 11.7. The City shall retain all rights and obligations under its vendor contracts. The CRA's sole obligation with respect to City-Contract Purchases is reimbursement to the City as provided in Section 11.2, and its obligation with respect to Shared Vendor Services is payment as provided in Section 11.6.

11.4 Policy and Statute Controlling. In the event of a conflict between an applicable CRA purchasing policy or Florida law and this Section 11, this Section 11 shall be deemed not to apply.

11.5 Shared Vendor Services. The City maintains certain Vendor Agreements for services that the CRA also uses, and the CRA shall pay the City its proportionate share of the cost of those services ("Shared Vendor Services"). The CRA's proportionate share of each Shared Vendor Service shall be the charges under the applicable Vendor Agreement attributable to the CRA's use, as reflected in the vendor's invoice. Where a charge covers both City and CRA meetings or use, the CRA's share shall be allocated based on the CRA's relative use, as reasonably determined in writing by the City Manager and the Executive Director. Shared Vendor Services are separate from and in addition to the compensation for any other Service category under this Agreement. The Shared Vendor Services currently consist of the following:

(a) **Meeting Videography Services.** Videography services for meetings of the CRA Board and the CRA's advisory boards, provided under the City's then-current Vendor Agreement for those services.

(b) **Agenda Management Software.** Agenda management software for meetings of the CRA Board and the CRA's advisory boards, provided under the City's then-current Vendor Agreement for that software.

(c) **Additional Shared Vendor Services.** Additional Shared Vendor Services may be added by written agreement of the City Manager and the Executive Director, provided that the cost is within the CRA's adopted budget for the applicable fiscal year.

11.6 Invoicing and Payment. The City shall submit a written request for payment to the CRA within fifteen (15) days after receiving the applicable vendor invoice. Each request shall include the amount requested, a copy of the vendor invoice, and a breakdown of the CRA's proportionate share. The CRA shall pay each complete request within fifteen (15) days after receipt. If a request is incomplete, the CRA shall notify the City within five (5) business days after receipt, and the City shall promptly supplement the request. Shared Vendor Services within the CRA's adopted budget for the applicable fiscal year shall not require further action of the CRA Board under Section 11.2.

11.7 Coordination; Vendor Agreements. The CRA shall coordinate directly with the applicable vendor regarding the scheduling and provision of Shared Vendor Services for CRA meetings, and the City shall be responsible for all other administration of the Vendor Agreements. To the extent the CRA is named as a third-party beneficiary of a Vendor Agreement, the CRA shall have full power and authority to enforce that Vendor Agreement as if it were an express party to it. The CRA releases the City from any claims the CRA may have against a vendor related to the provision of Shared Vendor Services. The City shall provide the CRA at least sixty (60) days' written notice before terminating or electing not to renew any Vendor Agreement under which Shared Vendor Services are provided.

11.8 Procurement. The Parties acknowledge that each Vendor Agreement has been or will be procured by the City in accordance with the City's procurement code.

12. LEGAL SERVICES; GENERAL COUNSEL.

12.1 Designation as CRA General Counsel. At the request of the CRA, and effective on the Legal Services Transition Date, the City, through the Office of the City Attorney, shall serve as general counsel to the CRA and shall provide the CRA with general counsel legal services as described in this Section 12 (the "Legal Services"). The City Attorney shall serve as the CRA General Counsel and as attorney to the CRA Board, and may perform the Legal Services through such attorneys and staff of the Office of the City Attorney as the City Attorney may designate, provided that the City Attorney shall retain overall responsibility for the Legal Services. As of the Legal Services Transition Date, all references in any CRA resolution, policy, procedure, rule, or other CRA document to the "CRA Attorney," "CRA Board Attorney," "CRA legal counsel," "CRA general counsel," or words of similar import shall refer to the CRA General Counsel, except as provided in Section 12.6 with respect to City-CRA Matters.

12.2 Scope of Legal Services. The Legal Services shall include all legal services customarily provided by general counsel to a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes, and to its governing board, including, but not limited to:

(a) *Board and Governance.* Attendance at all regular and special meetings of the CRA Board and, as requested, meetings of the CRA Advisory Board; review and approval of CRA Board agendas, agenda items, and presiding officer scripts; parliamentary guidance; and legal advice to the CRA Board, the CEO, and CRA Staff regarding Part III, Chapter 163, and Chapter 189, Florida Statutes, the Florida Government in the Sunshine Law, the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes, and other laws governing the CRA;

(b) *Redevelopment Plan; Trust Fund.* Legal advice regarding the adoption, amendment, and implementation of the CRA Redevelopment Plan; the powers of the CRA; annual budgeting and reporting requirements; the redevelopment trust fund and tax increment revenues under Section 163.387, Florida Statutes; and determinations regarding the CRA's authority to expend funds for a particular purpose;

(c) *Real Estate and Development.* Legal services in connection with the acquisition, lease, management, and disposition of CRA real property, including disposition under Section 163.380, Florida Statutes; the preparation, review, and negotiation of purchase and sale agreements, development agreements, leases, and related instruments; and title, survey, and closing matters;

(d) *Incentives, Grants, and Programs.* Preparation and review of business incentive, grant, loan, and program agreements, program guidelines, and related instruments;

(e) *Contracts and Procurement.* Preparation, review, and negotiation of CRA contracts, solicitations, amendments, and related instruments; and legal advice regarding procurement, including in support of the Procurement Services, Additional Services, and Shared Vendor Services;

(f) *Human Resources and Employment.* Legal advice regarding personnel policies and procedures and employment matters, including discipline, leave, classification, hiring, termination, and compensation, including in support of the Human Resource Services;

(g) *Public Records and Clerk Functions.* Legal advice regarding public records requests directed to the CRA, including the identification and application of statutory exemptions and the review and redaction of records under Chapter 119, Florida Statutes; records retention and disposition; and the City Clerk Services;

(h) *Finance, Risk Management, and Information Technology.* Legal advice supporting the Finance Services, Risk Management Services, and Information Technology Services, including financial policies, banking and investment agreements, audit and grant compliance, insurance and indemnification requirements, technology and software agreements, data security, and cybersecurity matters;

(i) *Resolutions, Policies, and Instruments.* Preparation and review of CRA resolutions, policies, procedures, and other legal instruments;

(j) *Litigation and Claims.* Evaluation, management, and oversight of claims, litigation, and adversarial and administrative proceedings by or against the CRA, as provided in Section 12.4;

(k) *Outside Counsel.* Selection, engagement, supervision, and invoice review of Outside Counsel, as provided in Section 12.5; and

(l) *Bond Matters.* Coordination on behalf of the CRA with bond counsel, disclosure counsel, and tax counsel; provided that bond issuance, disclosure, compliance, and arbitrage matters, and related federal tax matters, shall be handled by bond counsel, disclosure counsel, or tax counsel engaged as Outside Counsel.

12.3 Client; Direction; Independent Professional Judgment. For purposes of the Legal Services, the client of the Office of the City Attorney is the CRA, acting through the CRA Board. The CRA General Counsel shall take direction on behalf of the CRA from the CRA Board and, within the scope of authority delegated by the CRA Board, from the CEO and the Executive Director, each acting in that capacity as an officer of the CRA. Nothing in this Agreement shall be construed to subordinate the professional judgment of the CRA General Counsel to the CEO, the Executive

Director, or any officer or employee of the City, and the CRA General Counsel may report any matter directly to the CRA Board, consistent with Rule 4-1.13, Rules Regulating The Florida Bar. The CRA General Counsel shall keep the CRA Board reasonably informed of significant legal matters affecting the CRA. Nothing in this Agreement shall require any attorney performing the Legal Services to take any action inconsistent with the Rules Regulating The Florida Bar.

12.4 Litigation and Adversarial Matters. The CRA General Counsel shall evaluate, manage, and oversee all claims, litigation, and contested, adversarial, and administrative proceedings by or against the CRA (except City-CRA Matters, as set forth in Section 12.6), including, without limitation, bid protests; actions under Chapter 119, Florida Statutes; charges, complaints, and proceedings before the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, the Public Employees Relations Commission, or any comparable tribunal; whistleblower claims; grievance arbitrations; appeals; and other procurement-related or employment-related proceedings. Depending on the nature and complexity of the matter, the Office of the City Attorney may represent the CRA directly as counsel of record or may engage Outside Counsel pursuant to Section 12.5, under the supervision of the CRA General Counsel. The initiation of litigation by the CRA, and the settlement of any claim or litigation, shall require the approval of the CRA Board, except as otherwise delegated by CRA Board policy, and except that the CRA General Counsel may take such action as is necessary to preserve the rights of the CRA in an emergency, subject to ratification by the CRA Board at its next meeting.

12.5 Outside Counsel.

(a) **Engagement.** All outside legal counsel for the CRA shall be selected and engaged by the City Attorney on behalf of the CRA, except Conflict Counsel, which shall be engaged directly by the CRA Board pursuant to Section 12.6(b). The CRA hereby authorizes the City Attorney to select and engage outside legal counsel for litigation, special matters, and any other matter for which the City Attorney determines that outside counsel is appropriate, including, without limitation, labor and employment counsel, litigation and defense counsel, land use counsel, environmental counsel, and bond, disclosure, and tax counsel ("Outside Counsel"), and to execute engagement letters on behalf of the CRA. Each engagement shall be documented in a written engagement letter that identifies the CRA as the client and describes the scope of the engagement and the applicable rates. Outside Counsel shall report to the CRA General Counsel, who shall supervise each engagement on behalf of the CRA.

(b) **Direct Payment by the CRA.** Outside Counsel shall invoice the CRA directly. The CRA General Counsel shall review each invoice for reasonableness and conformity with the applicable engagement letter and shall forward approved invoices to the CRA Finance Director for payment. The CRA shall pay Outside Counsel directly in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes, and all amounts so paid shall be charged against the Legal Services Reserve. No payment to Outside Counsel shall be made to or through the City, and the City shall not be a party to, or have any payment obligation under, any engagement of Outside Counsel.

(c) **Limitation; Additional Funding.** Engagements of Outside Counsel within the available Legal Services Reserve shall not require further action of the CRA Board. Any engagement or

expenditure that would cause the Legal Services Reserve to be exceeded shall require the prior approval of the CRA Board, and any additional amount so approved shall be paid directly by the CRA without the need for a written amendment.

(d) **Manner of Engagement.** Outside Counsel shall be engaged in accordance with applicable law and any applicable CRA policy governing the engagement of legal counsel. The Parties acknowledge that legal services are not Professional Services as defined in Section 287.055, Florida Statutes.

(e) **Existing Engagements.** Lewis, Longman & Walker, P.A., may continue to provide legal services to the CRA after the Legal Services Transition Date as provided in Section 12.12. LLW Transition Fees shall be paid directly by the CRA, may be paid from the Legal Services Reserve, and shall not be charged against the Legal Services Fee or attributed to the City, as further provided in Section 12.12.

12.6 Conflicts of Interest; Conflict Counsel.

(a) **City-CRA Matters.** The Office of the City Attorney represents only the City, and shall not represent the CRA, in any claim, dispute, or adversarial proceeding between the City and the CRA, or in any other matter in which the interests of the City and the CRA are directly adverse or there is a substantial risk that the representation of the CRA will be materially limited by the responsibilities of the Office of the City Attorney to the City and the conflict is not consented to in accordance with subsection (c) below (collectively, "City-CRA Matters").

(b) **Conflict Counsel.** Upon identifying a City-CRA Matter, the CRA General Counsel shall promptly so advise the CRA Board, and the CRA Board shall determine whether to engage Conflict Counsel for the matter and, if so, shall select and engage such counsel as it deems necessary. Conflict Counsel shall report to the CRA Board, and shall not be selected, supervised, or directed by the Office of the City Attorney or by the City Manager, whether acting as City Manager or as CEO. Day-to-day coordination with Conflict Counsel on behalf of the CRA shall be performed by the Executive Director, or by such other person as the CRA Board may designate, acting at the direction of the CRA Board and with due regarding to the Executive Director or designated person's status as a City Employee, if applicable. Conflict Counsel shall be paid directly by the CRA, which may use the Legal Services Reserve for that purpose, and invoices of Conflict Counsel shall be approved in the manner directed by the CRA Board and not by the CRA General Counsel.

(c) **Waivable Conflicts; Advance Consent.** In any matter in which the interests of the City and the CRA may diverge but are not directly adverse, the CRA General Counsel shall so advise the CRA and may continue to represent the CRA if the CRA General Counsel reasonably believes that the Office of the City Attorney can provide competent and diligent representation to both Parties and each Party gives informed consent, confirmed in writing, in accordance with Rule 4-1.7, Rules Regulating The Florida Bar. The Parties acknowledge that this Agreement and the other interlocal and funding agreements between the City and the CRA are cooperative in nature, that the members of the City Commission serve as the CRA Board, and that the Parties share common management. Accordingly, through the waiver and consent described in subsection (e) below, each Party consents in advance to the concurrent

representation of both Parties by the Office of the City Attorney in the negotiation, drafting, amendment, renewal, and administration of this Agreement, including the provisions governing the scope of, and compensation for, the Legal Services, and of other interlocal and funding agreements between the City and the CRA, except any City-CRA Matter. The Parties acknowledge that the City Attorney Salary Supplement and the Legal Services Budget are established directly by the CRA Board, through its approval of this Agreement and any amendment hereto, and through its adoption of the CRA's annual budget. Absent consent, the matter shall be treated as a City-CRA Matter.

(d) **Actual Conflict.** In any actual conflict between the City and the CRA, the Office of the City Attorney shall continue to represent the City, and the CRA may be represented by Conflict Counsel as provided in subsection (b) above. The CRA acknowledges that the Office of the City Attorney has represented the City in the negotiation of this Agreement and will continue to represent the City in City-CRA Matters, and agrees that, to the extent permitted by the Rules Regulating The Florida Bar and the written waiver and consent described in subsection (e) below, the provision of the Legal Services shall not, standing alone, be asserted as a basis to disqualify the Office of the City Attorney from representing the City in any City-CRA Matter.

(e) **Written Waiver and Consent.** Concurrently with the execution of this Agreement, the Parties shall execute a separate written Waiver of Conflict and Consent to Concurrent Representation conforming to this Agreement, approved on behalf of the CRA by the CRA Board after the opportunity to consult with counsel independent of the Office of the City Attorney. Such waiver and consent shall supersede the waiver and consent executed in connection with the First Amended and Restated Agreement.

(f) **Previously Authorized Matters.** Matters for which the CRA Board authorized the engagement of counsel before the Legal Services Transition Date, including the charge filed by a former CRA employee with the Equal Employment Opportunity Commission and the Florida Commission on Human Relations and any related proceeding (collectively, "Previously Authorized Matters"), shall continue under their existing engagements as authorized by the CRA Board. In the former CRA employee matter, the City and the CRA are jointly represented by counsel engaged pursuant to the joint defense agreement approved by the CRA Board, which shall continue to govern the joint representation, the coordination of the Parties' defenses, and the sharing of information, and the Office of the City Attorney may monitor and coordinate the former CRA employee matter on behalf of both Parties pursuant to subsection (c) above. If the interests of the City and the CRA in the former CRA employee matter become directly adverse, the matter shall be a City-CRA Matter, and the CRA Board may engage Conflict Counsel as provided in subsection (b) above. The fees and costs of counsel in Previously Authorized Matters shall be paid directly by the CRA as authorized by the CRA Board, may be paid from the Legal Services Reserve, and shall not be charged against the Legal Services Fee or attributed to the City.

12.7 Compensation for Legal Services; Legal Services Fee; Legal Services Reserve.

(a) **Legal Services Budget.** For each fiscal year, the Legal Services Budget shall be the amount appropriated for legal services in the CRA's adopted budget for that fiscal year, as amended,

and shall consist of (i) the Legal Services Fee payable to the City under subsection (b) below, and (ii) the Legal Services Reserve held by the CRA under subsection (d) below. The Legal Services Budget shall not be less than the Legal Services Fee for that fiscal year. LLW Transition Fees, the fees and costs of counsel in Previously Authorized Matters, and the fees and costs of Conflict Counsel may be paid from the Legal Services Reserve, shall not be charged against the Legal Services Fee or attributed to the City, and shall be tracked and reported separately from other expenditures of the Legal Services Reserve.

(b) **Legal Services Fee.** The Legal Services Fee is TWO HUNDRED THIRTY THOUSAND DOLLARS ($230,000.00) per year. For FY 2026-2027 only, the City agrees to a one-time reduction of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), so that the total Legal Services Fee payable for FY 2026-2027 is TWO HUNDRED FIVE THOUSAND DOLLARS ($205,000.00). The FY 2026-2027 Legal Services Fee shall be paid as follows: (i) for October, November, and December 2026, the CRA shall continue to pay the monthly fee of TEN THOUSAND DOLLARS ($10,000.00) established under Section 12.4 of the First Amended and Restated Agreement, which shall apply to the full general counsel Legal Services provided under this Agreement beginning on the Legal Services Transition Date and shall be allocated as provided in that Section, for a total of $30,000.00; and (ii) the remaining balance of $175,000.00 shall be paid in nine (9) equal monthly installments of NINETEEN THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND FORTY-FOUR CENTS ($19,444.44) for January through September 2027, with the final installment adjusted so that the total for FY 2026-2027 equals $205,000.00. Beginning October 1, 2027, the Legal Services Fee of $230,000.00 per year shall be paid in twelve (12) equal monthly installments of NINETEEN THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS ($19,166.67), with the final installment of each fiscal year adjusted for rounding, and shall be adjusted thereafter as provided in subsection (e) below. All installments shall be invoiced by the City to the CRA Finance Director and shall be due and payable within thirty (30) days of invoice in accordance with the Local Government Prompt Payment Act, Section 218.70 et seq., Florida Statutes.

(c) **Allocation of Legal Services Fee.** The Legal Services Fee shall be allocated as follows: (i) EIGHTY-FIVE THOUSAND TWO HUNDRED DOLLARS ($85,200.00) for FY 2026-2027 (the "City Attorney Salary Supplement"), as approved by the City Commission through its approval of this Agreement, which the City shall pay to the City Attorney through City payroll as supplemental compensation in recognition of the additional duties performed as CRA General Counsel, funded by the CRA reimbursement; and (ii) the remaining balance of the Legal Services Fee (the "Legal Support Budget"), which shall fund the employer payroll taxes, pension and retirement contributions, and other employer costs attributable to the City Attorney Salary Supplement, and shall be available to compensate other City employees within or supporting the Office of the City Attorney who perform Legal Services, as jointly determined by the City Attorney and the City Manager, consistent with applicable City employment policies and compensation practices. The City Attorney Salary Supplement is a gross salary amount and does not include the associated employer costs. For FY 2026-2027, the total City Attorney Salary Supplement shall not exceed $85,200.00, inclusive of the supplemental compensation paid to the City Attorney under Section 12.4 of the First Amended and Restated Agreement for the period from October 1, 2026, through December

31, 2026, and the balance shall be paid in equal installments through the City's regular payroll periods from January 1, 2027, through September 30, 2027. All decisions concerning the allocation of the Legal Support Budget shall be solely the responsibility of the City to the exclusion of the CRA.

(d) **Legal Services Reserve.** The balance of the Legal Services Budget remaining after deduction of the Legal Services Fee (the "Legal Services Reserve") shall be held by the CRA and shall be available for the following purposes: (i) the fees of Outside Counsel, which shall be invoiced to and paid directly by the CRA as provided in Section 12.5(b); and (ii) upon the written request of the City Attorney and the written approval of the CEO and the Executive Director, without further action of the CRA Board, funding of a portion of the cost of one or more City positions within or supporting the Office of the City Attorney that provide services to both the City and the CRA, including additional legal support staff or a development attorney ("Supplemental Staffing Funding"). The Legal Services Reserve may also be used for LLW Transition Fees and for the fees and costs of counsel in Previously Authorized Matters and of Conflict Counsel, as provided in subsection (a) above. Each request for Supplemental Staffing Funding shall identify the position, the portion of the cost of the position to be funded by the CRA, and the annual not-to-exceed amount. The City shall invoice the CRA monthly for the approved portion of the actual salary and employer costs of each funded position, not to exceed the approved annual amount, with documentation sufficient to support the CRA's payment and public records obligations, due and payable within thirty (30) days of invoice. The Parties acknowledge that the CRA Board approves the Legal Services Budget through its adoption of the CRA's annual budget, and that the use of the Legal Services Reserve for the purposes described in this subsection, within the Legal Services Budget, requires no further action of the CRA Board. Any unexpended portion of the Legal Services Reserve remains the property of the CRA.

(e) **Automatic Annual Escalator.** For FY 2027-2028, the Legal Services Fee shall be $230,000.00 as set forth in subsection (b) above, and the City Attorney Salary Supplement shall be automatically increased by five percent (5%), without the need for a written amendment. Beginning October 1, 2028, and on each October 1 thereafter during the term, the Legal Services Fee, the City Attorney Salary Supplement, and the Legal Support Budget shall each automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. The Legal Services Reserve shall be the amount of the Legal Services Budget for that fiscal year remaining after deduction of the Legal Services Fee, without the need for a written amendment.

(f) **Tracking.** The CRA General Counsel shall track all payments and commitments to Outside Counsel and all Supplemental Staffing Funding against the Legal Services Reserve, separately identifying LLW Transition Fees and the fees and costs of counsel in Previously Authorized Matters.

(g) **Funding of City Positions.** Supplemental Staffing Funding is subject to annual appropriation and to the renegotiation, discontinuation, and termination provisions of this Agreement, and shall cease upon discontinuation of the Legal Services, subject to payment for costs incurred through the effective date of discontinuation. All decisions concerning the

creation, filling, compensation, and supervision of City positions shall be solely the responsibility of the City, and Supplemental Staffing Funding shall not create an employment relationship between the CRA and any City employee, as provided in Section 14.

(h) **Payment of Supplement.** The City Attorney Salary Supplement shall be paid in equal installments through the City's regular payroll cycle, treated as additional compensation subject to all applicable withholding and reporting requirements, and shall cease upon discontinuation of the Legal Services, with a pro-rata final payment for any partial pay period.

12.8 Costs and Expenses. The Legal Services Fee covers the professional services of the Office of the City Attorney only. Any out-of-pocket costs advanced by the City in connection with the Legal Services, including filing fees, recording fees, service of process, court costs, deposition and transcript costs, and expert or consultant fees, shall be reimbursed by the CRA at actual cost, without markup, within thirty (30) days of receipt of documentation of the cost advanced. Fees and costs of Outside Counsel and Conflict Counsel shall be billed to and paid directly by the CRA as provided in Sections 12.5 and 12.6.

12.9 Professional Liability Insurance. Professional liability (legal malpractice) coverage for the attorneys of the Office of the City Attorney performing the Legal Services shall be maintained in a commercially reasonable amount throughout the term. The City's existing professional liability coverage shall serve as the primary coverage for the Legal Services. The CRA shall fund any additional professional liability coverage requested or required by the Office of the City Attorney in order to perform the Legal Services, and the Parties shall cooperate to confirm the coverage and provide evidence of it upon request. Each engagement of Outside Counsel or Conflict Counsel shall require the engaged counsel to maintain its own professional liability coverage in a commercially reasonable amount.

12.10 Renegotiation. Either Party may request renegotiation of the Legal Services Fee by written notice if: (a) the City's actual cost to provide Legal Services in any fiscal year materially exceeds the five percent (5%) escalator; (b) a change in applicable law requires the City to perform additional legal functions or incur material additional costs not contemplated at execution; or (c) the volume, complexity, or scope of the CRA's legal matters materially changes. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may discontinue Legal Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

12.11 Performance Review; City Employment Unaffected. Nothing in this Agreement shall be read to prevent the CRA Board, in its sole discretion, from reviewing the performance of the CRA General Counsel in providing the Legal Services or from proposing adjustments to the Legal Services Fee by written amendment, subject to the understanding that either Party may discontinue the Legal Services as provided in Section 12.13. The appointment, supervision, evaluation, and employment of the City Attorney remain solely with the City Commission, and the City Commission's annual performance review of the City Attorney shall address only the City-funded portion of the City Attorney's total compensation; the CRA-funded City Attorney Salary Supplement adjusts automatically pursuant to Section 12.7(e) and shall not be subject to

annual Commission action. The appointment and employment of all other attorneys and staff of the Office of the City Attorney remain with the City.

12.12 Transition; LLW Transition Fees. The "Legal Services Transition Date" means October 21, 2026. If this Agreement is executed after the Legal Services Transition Date, the Legal Services performed by the Office of the City Attorney from the Legal Services Transition Date through the effective date of this Agreement are hereby ratified and confirmed, the Legal Services Fee shall accrue from the Legal Services Transition Date, and any City Attorney Salary Supplement attributable to that period shall be paid in a lump sum with the first regular payroll following execution. Until the Legal Services Transition Date, the Office of the City Attorney shall continue to provide Legal Services within the scope, and at the fee, set forth in Section 12 of the First Amended and Restated Agreement. On and after the Legal Services Transition Date, Lewis, Longman & Walker, P.A. ("LLW"), may continue to represent the CRA to complete the CRA matters pending as of the Legal Services Transition Date that are designated for completion by LLW, consisting of (i) certain real estate closings scheduled for October, November, and December 2026, and (ii) such other pending matters as the CEO and the Executive Director may determine in writing (collectively, the "LLW Transition Matters"). All fees and costs of LLW for services rendered before the Legal Services Transition Date, and for services rendered on or after the Legal Services Transition Date on the LLW Transition Matters or otherwise in connection with the transition (collectively, the "LLW Transition Fees"), shall be paid directly by the CRA, may be paid from the Legal Services Reserve, and shall not be charged against the Legal Services Fee or attributed to the City. Any engagement of LLW on or after the Legal Services Transition Date for matters other than the LLW Transition Matters shall be an engagement of Outside Counsel under Section 12.5. The CRA shall direct LLW to keep the CRA General Counsel reasonably informed of the status of the LLW Transition Matters; to transfer to the CRA General Counsel the files and records of all other CRA matters promptly after the Legal Services Transition Date (with due regard for the number and volume of records to be transferred), and the files and records of each LLW Transition Matter upon its completion; and to cooperate in an orderly transition.

12.13 Discontinuation of Legal Services; No Effect on Employment. Separate from renegotiation under Section 12.10, either Party may discontinue the Legal Services upon thirty (30) days' written notice, with any matter then in progress transitioning to such successor counsel as the CRA Board may direct, and the Office of the City Attorney shall cooperate in an orderly transition of files and pending matters. Engagements of Outside Counsel shall continue for the benefit of the CRA unless terminated by the CRA. Discontinuation of the Legal Services shall have no effect on the employment of the City Attorney or any other attorney or employee of the City, and shall not, standing alone, affect any other Service category under this Agreement. Upon discontinuation, the Legal Services Fee, the City Attorney Salary Supplement, the Legal Support Budget, and any Supplemental Staffing Funding shall cease, with a pro-rata final payment for any partial period.

13. RISK MANAGEMENT SERVICES.

13.1 Scope of Risk Management Services. The City's Risk Management Division shall provide risk management services to the CRA as outlined in this Section ("Risk Management Services"). The

Risk Manager, or designee, shall serve as the primary contact for Risk Management Services. Risk Management Services are intended to support the CRA's management of insurable risk, the protection of CRA assets and personnel, the CRA's compliance with applicable insurance and workplace safety requirements, and the coordination of claims. Risk Management Services are advisory, administrative, and coordinative in nature and are complementary to, and not duplicative of, the other Services provided under this Agreement.

13.2 Risk Management Service Components. Risk Management Services shall include, but are not limited to:

- Insurance Program Administration and Placement Support: Assisting the CRA in identifying, procuring, placing, and renewing property, general liability, public officials and management liability, cyber, automobile, crime, and other lines of insurance coverage appropriate to CRA operations; soliciting and evaluating quotes; coordinating with the City's insurance brokers, agents, carriers, and any applicable self-insurance or governmental risk pool; reviewing policy terms, limits, deductibles, and renewals; and advising the CRA on coverage adequacy;
- Certificate of Insurance Requirements and Review: Establishing insurance and indemnification requirements for CRA vendors, contractors, tenants, licensees, event participants, and other third parties; reviewing certificates of insurance, endorsements, and additional insured status for compliance with applicable requirements; tracking certificates of insurance and expirations; and advising CRA Staff and the CEO on whether third parties satisfy applicable insurance requirements before contracting, event approval, or use of CRA property;
- Event Risk Review and Safety Walk-Throughs: Conducting pre-event site walk-throughs and risk assessments for CRA-sponsored, CRA-hosted, or CRA-permitted events; identifying hazards and recommending mitigation measures; advising on special event insurance requirements and on vendor and participant insurance; and coordinating with City departments (including police, fire, and risk management) as appropriate;
- Workers' Compensation and Workplace Injury Reporting and Support: Coordinating workers' compensation coverage for CRA Staff; receiving, logging, and processing workplace injury and illness reports; coordinating with the City's workers' compensation carrier or third-party administrator; supporting return-to-work and modified-duty processes; and maintaining injury and illness records as required by law;
- Claims Coordination: Intake, reporting, and coordination of liability, property, casualty, and other insured claims involving the CRA; coordinating with carriers, adjusters, and counsel as appropriate; and tracking claim status and loss runs;
- Risk Assessment and Loss Prevention: Periodic risk assessments of CRA facilities, operations, and activities; loss-prevention and safety recommendations; and support for safety training and occupational safety compliance as applicable;
- Such other risk management services as may be mutually agreed upon by the Parties in writing.

13.3 CRA Responsibilities. The CEO shall designate a primary CRA staff contact for coordination with the Risk Manager. The CRA shall provide the Risk Management Division with timely access to all records, documents, and information necessary to perform the Risk Management Services, shall report incidents, injuries, and potential claims promptly, and shall cooperate fully in the performance of these Services. Except as otherwise agreed in writing, the CRA shall remain the named insured or policyholder on coverage placed on its behalf and shall be responsible for the payment of all premiums, deductibles, retentions, and self-insured amounts applicable to CRA coverage and claims.

13.4 Limitation on Scope; No Insurer or Licensed Function. The Risk Management Services are advisory, administrative, and coordinative. Nothing in this Section shall be construed to make the City the insurer, guarantor, or self-insurer of the CRA, or to guarantee the existence, adequacy, or continuation of any coverage. The City does not, by providing Risk Management Services, act as an insurance agent, broker, adjuster, or administrator required to be licensed under Chapter 626, Florida Statutes, on the CRA's behalf, and nothing in this Section requires the City to perform any function requiring a license the City does not hold. Where the placement of coverage, adjustment of a claim, or other function requires licensure, that function shall be performed by an appropriately licensed broker, agent, carrier, or third-party administrator engaged by or on behalf of the CRA, and the Risk Management Division's role shall be limited to coordination and support.

13.5 Compliance. All Risk Management Services shall be performed in accordance with applicable Florida law, including Chapter 440 (Workers' Compensation), Chapter 626 (as applicable), and Section 768.28, Florida Statutes, and applicable City and CRA policies.

13.6 Compensation for Risk Management Services. Commencing August 15, 2026, CRA shall pay the City for Risk Management Services in the amount of $2,500.00 per month for FY 2025-2026, invoiced monthly, for a total annual estimated fee of $30,000.00. Beginning October 1, 2026, and on each October 1 thereafter during the term of this Agreement, the Risk Management Services fee shall automatically increase by five percent (5%), rounded to the nearest cent, without the need for a written amendment. Premiums, deductibles, retentions, self-insured amounts, and out-of-pocket costs advanced by the City in connection with CRA coverage or claims shall be separately reimbursed by the CRA at actual cost, without markup, within thirty (30) days of receipt of documentation. Either Party may request renegotiation of Risk Management Services fees by written notice if: (a) the City's actual cost increase for Risk Management Services in any fiscal year exceeds the five percent (5%) escalator; (b) a change in applicable federal, state, or local law requires the City to perform additional risk management functions or incur material additional costs not contemplated at the time of execution; or (c) the scope of CRA operations materially changes. A renegotiation request shall initiate a sixty (60) day good-faith negotiation period. If the Parties do not reach an agreement within that period, either Party may discontinue Risk Management Services upon sixty (60) days' written notice pursuant to Section 3.3, without affecting any other Service category or the Agreement as a whole.

14. ENTITY INDEPENDENCE; NO EMPLOYMENT RELATIONSHIP.

For clarity, the City and the CRA are and shall remain separate and independent legal entities. Nothing in this Agreement shall be construed to: (a) merge or consolidate the City and the CRA; (b) establish an employment relationship between the City and any employee of the CRA; (c) make any CRA employee an employee of the City for any purpose, including for purposes of federal and state labor and employment laws, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, or any other federal, state, or local employment law or regulation; (d) make any City employee an employee of the CRA, including for purposes of federal and state labor and employment laws, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, or any other federal, state, or local employment law or regulation; or (e) subject either Party to liability for the employment-related acts or omissions of the other Party's employees. City employees providing services to the CRA pursuant to this Agreement remain employees of the City at all times and are not employees, or representatives of, the CRA by virtue of performing such services. Notwithstanding the foregoing, the City Manager, in his capacity as CEO, and Authorized City Personnel designated to perform CEO duties pursuant to Section 4.1 of this Agreement, act as authorized agents of the CRA when performing such duties. The attorneys and staff of the Office of the City Attorney performing Legal Services remain City employees at all times and, when performing Legal Services, act as counsel to the CRA and not as employees of the CRA. Outside Counsel and Conflict Counsel are engaged by and for the CRA, are not agents or contractors of the City, and are paid directly by the CRA. Each Party remains responsible for the acts and omissions of its own employees and subject to the indemnification provisions of this Agreement. The City Manager's authorization to serve as Chief Executive Officer is made pursuant to this Agreement and City Charter Section 20(b) and does not alter the independent legal status of either the City or the CRA. The services provided under this Agreement are provided pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, which authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.

15. OFFICE LOCATION.

The City's Human Resources Department, Procurement, Risk Management, Legal, Information Technology, Clerk, and Finance Department are located at City of Boynton Beach, City Hall, 100 East Ocean Avenue, Boynton Beach, Florida 33435. The primary CRA offices are located at 100 East Ocean Avenue, Boynton Beach, Florida 33435.

16. SUNSHINE LAW.

The Parties agree that the conduct of affairs under this Agreement shall be in accordance with the Florida Government in the Sunshine Law, Chapter 286.011 and 119, Florida Statutes.

17. INDEMNIFICATION; GOVERNMENTAL IMMUNITY.

17.1 CRA Indemnification of City. To the extent permitted by law, the CRA shall indemnify, defend, and hold harmless the City, the City Manager, and all City officers, employees, and agents

providing Chief Executive Officer Services under the supervision of the City Manager pursuant to this Agreement from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from: (a) the City Manager or Authorized Personnel's performance of duties as Chief Executive Officer under this Agreement; or (b) any act or omission of the CRA, its officers, employees, or agents in connection with this Agreement. This indemnification shall not apply to claims arising solely from the gross negligence or willful misconduct of the City, the City Manager (acting as City Manager or as Chief Executive Officer), or City personnel. Notwithstanding any other provision of this Agreement, the CRA's indemnification obligations under this Section shall not exceed the limits set forth in Section 768.28(5), Florida Statutes, as amended from time to time, regardless of the claim or cause of action. Nothing herein shall be construed to waive the sovereign immunity of either Party beyond the limits established by Section 768.28, Florida Statutes, or to create any obligation on the part of either Party to indemnify the other for amounts in excess of those statutory limits.

17.2 City Indemnification to the CRA. To the extent permitted by law, the City shall indemnify, defend, and hold harmless the CRA, the CEO, and all CRA Staff, officers, and agents from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from (a) the provision of Services (excluding Chief Executive Officer Services, and excluding the acts or omissions of Outside Counsel and Conflict Counsel) under this Agreement; or (b) the act or omission of the City, its officers, employees or agents in connection with this Agreement. This indemnification shall not apply to claims arising solely from the gross negligence or willful misconduct of CRA Staff, officers, or agents. Notwithstanding any other provision of this Agreement, the City's indemnification obligations under this Section shall not exceed the limits set forth in Section 768.28(5), Florida Statutes, as amended from time to time, regardless of the claim or cause of action. Nothing herein shall be construed to waive the sovereign immunity of either Party beyond the limits established by Section 768.28, Florida Statutes, or to create any obligation on the part of either Party to indemnify the other for amounts in excess of those statutory limits.

17.3 Governmental Immunity. As expressly set forth in this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party, nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. Nothing in this Agreement shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

18. PUBLIC RECORDS.

The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements outlined in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's

books, records, and documents as required in this Agreement for inspection or audit during normal business hours during the term of this Agreement and at least one (1) year after the termination of the Agreement.

19. FILING.

The City shall file this Agreement with the Palm Beach County Clerk of Court pursuant to the requirements of Section 163.01(11), Florida Statutes.

20. SEVERABILITY.

The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part or portion hereof. To that end, this Agreement is declared severable.

21. NO THIRD-PARTY BENEFICIARIES.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the City or the CRA.

22. NO ASSIGNMENT.

The Parties may not transfer or assign this Agreement in whole or in part, without prior written consent of the other, which may be granted or withheld at the other Party's absolute discretion.

23. GOVERNING LAW; VENUE.

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

24. ENTIRE AGREEMENT; SUPERSESSION.

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement amends, restates, supersedes, and replaces in its entirety the First Amended and Restated Agreement, which is hereby terminated and of no further force or effect as of the effective date of this Agreement, except that Section 12 of the First Amended and Restated Agreement shall continue to govern the Legal Services, and the fee therefor, for the period preceding the Legal Services Transition Date as provided in Section 12.12. The First Amended and Restated Agreement previously amended, restated, superseded, and replaced (1) the Original Agreement; (2) the First Amendment; and (3) the Second Amendment, each of which remains terminated. This Agreement also supersedes and replaces the Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Public Meeting Support Services, approved by City Commission Resolution No. R24-101 on May 7, 2024, which is hereby terminated as of the effective date of this Agreement, except that any amounts accrued and unpaid under that agreement as of the effective date shall remain payable. This Agreement also supersedes and replaces the following prior interlocal agreements,

each of which was previously terminated by the Original Agreement and remains terminated: (a) the Interlocal Agreement Between the Boynton Beach Community Redevelopment Agency and the City of Boynton Beach for Human Resource Services, dated September 7, 2010, approved by City Commission Resolution No. R10-111; and (b) the Interlocal Agreement for Technical Support Services, approved by City Commission Resolution No. R21-025, effective February 1, 2021. Any other interlocal agreements between the City and the CRA not expressly identified above shall remain in full force and effect and are not affected by this Agreement.

25. MODIFICATION.

This Agreement may be modified only by a written amendment that is duly approved and executed by both Parties.

26. BINDING AUTHORITY.

Each person signing this Agreement on behalf of either Party individually warrants that such person has full legal power to execute this Agreement on behalf of the Party for whom such person is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

27. DISPUTES.

In the event of any dispute arising between the Parties with respect to the interpretation of the respective rights or obligations provided for by this Agreement, the City shall be represented by the Office of the City Attorney, and the CRA shall be represented by Conflict Counsel engaged by the CRA Board pursuant to Section 12.6(b). The Parties shall first attempt in good faith to resolve the dispute through negotiation between the City Attorney and Conflict Counsel or, if the CRA Board has not engaged Conflict Counsel, the CRA Board Chair. If the dispute is not resolved within thirty (30) days, the dispute shall be submitted to mediation before a mediator certified by the Supreme Court of Florida and mutually selected by the Parties, with the cost of the mediator shared equally. Nothing in this Section shall be construed to waive or displace the procedures of the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, to the extent applicable. If mediation is unsuccessful, any and all legal actions necessary to enforce this Agreement will be conducted in Palm Beach County, Florida.

28. NON-APPROPRIATION.

This Agreement is subject to annual appropriation by both Parties. If funding for this Agreement is not appropriated in any fiscal year, the Party failing to appropriate shall provide written notice to the other Party as soon as practicable, and this Agreement shall terminate with respect to the non-appropriated Service category at the end of the then-current fiscal year or upon the date such funds are exhausted, whichever occurs first. Non-appropriation shall not constitute a default under this Agreement.

29. NOTICES.

All notices required or permitted pursuant to this Agreement shall be effective upon receipt, but in any event no later than three (3) business days after posting by U.S. Mail, certified or registered, postage prepaid, or one (1) business day after delivery to an expedited courier service such as Federal Express, to the addresses listed below:

If to the City:
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, Florida 33435
Attn: Daniel Dugger, City Manager

With Copy to:
Shawna Lamb, City Attorney
100 East Ocean Avenue
Boynton Beach, Florida 33435

If to the CRA:
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue
Boynton Beach, Florida 33435
Attn: Executive Director

30. EFFECTIVE DATE.

This Agreement shall become effective on the date last signed by the Parties.

31. TERMINATION.

31.1 Termination for Convenience. Either Party may terminate this Agreement, in whole or as to any individual Service category, upon sixty (60) days' written notice to the other Party, without cause and for its convenience. In the event of termination of Chief Executive Officer Services, the CRA shall immediately begin the process of recruiting or otherwise identifying a permanent or interim CEO replacement.

31.2 Termination for Cause. Either Party may terminate this Agreement for cause upon thirty (30) days' written notice identifying the nature of the default, provided the defaulting Party fails to cure such default within the thirty (30) day cure period.

31.3 Effect of Termination. Upon termination of this Agreement or any Service category, the City shall cooperate fully in transitioning Services to the CRA or its designee. All records in the City's possession relating to CRA Staff, finances, or operations shall be promptly transferred to the CRA upon termination.

32. INTERPRETATION.

This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel of one of the Parties.

33. NO DISCRIMINATION.

Neither Party shall discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation, or disability for any reason in its performance of the Services and in its hiring, firing, or contracting practices associated with this Agreement.

34. COMPLIANCE WITH LAWS.

In the performance of the Services, the Parties shall comply with all applicable federal, state, and local laws and regulations, including applicable policies and procedures, including ethics and procurement requirements.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the day and year written below.

CITY OF BOYNTON BEACH

By: _____
Rebecca Shelton, Mayor
City of Boynton Beach
Date: _____

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Rebecca Shelton, Chair
Boynton Beach CRA Board
Date: _____

APPROVED AS TO FORM:

_____
Stacey Weinger, Deputy City Attorney
City of Boynton Beach

_____
Kathryn B. Rossmell, Esq.
CRA Board Attorney

WAIVER OF CONFLICT AND CONSENT TO CONCURRENT REPRESENTATION
CITY OF BOYNTON BEACH AND BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
(OFFICE OF THE CITY ATTORNEY AS GENERAL COUNSEL TO THE CRA)

This Waiver of Conflict and Consent to Concurrent Representation ("Waiver and Consent") is made and given this _____ day of _____, 2026, by the **CITY OF BOYNTON BEACH**, a Florida municipal corporation ("City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate created pursuant to Part III, Chapter 163, Florida Statutes ("CRA") (collectively, the "Parties"), in favor of the City of Boynton Beach Office of the City Attorney ("Office of the City Attorney").

1. PURPOSE.

This Waiver and Consent is given pursuant to Rule 4-1.7, Rules Regulating The Florida Bar, in connection with the Second Amended and Restated Master Administrative Services Interlocal Agreement between the Parties (the "ILA"), under which the City, through the Office of the City Attorney, will serve as general counsel to the CRA effective October 21, 2026 (the "Legal Services Transition Date"). Capitalized terms used but not defined in this Waiver and Consent have the meanings given in the ILA. This Waiver and Consent supersedes the waiver and consent executed by the Parties in connection with the Amended and Restated Master Administrative Services Interlocal Agreement approved on September 16, 2026.

2. THE REPRESENTATION.

The Office of the City Attorney represents the City. Under the ILA, the Office of the City Attorney will also serve as general counsel and board attorney to the CRA and will provide the CRA with full general counsel legal services, including the evaluation and management of litigation and the selection, engagement, and supervision of Outside Counsel on behalf of the CRA. For purposes of the representation of each Party, the client is the entity acting through its governing body, consistent with Rule 4-1.13, Rules Regulating The Florida Bar: the City, acting through the City Commission, and the CRA, acting through the CRA Board.

3. DISCLOSURE OF MATERIAL FACTS AND POTENTIAL CONFLICTS.

The Office of the City Attorney has disclosed, and each Party acknowledges that it understands, the following material facts and risks of the concurrent representation:

(a) *Separate Entities.* The City and the CRA are separate legal entities. Their interests are generally aligned, but may diverge in matters such as tax increment funding, interlocal and funding agreements, the use and cost of City services, and the allocation of costs between them, and could become adverse in a claim or dispute between them.

(b) *Common Governance and Management.* The members of the City Commission serve as the CRA Board. The City Manager serves as Chief Executive Officer of the CRA, and the Deputy City Manager serves as Executive Director of the CRA. The attorneys and staff of the Office of the City Attorney are City employees, and the City Attorney is appointed by and accountable to the City Commission.

(c) *Financial Interest of the Office of the City Attorney.* Under the ILA, the CRA will pay the City for the Legal Services, and the City will pay the City Attorney a City Attorney Salary Supplement and will fund compensation of other City employees who perform Legal Services from those payments. The balance of the CRA's budget for legal services will be held by the CRA as a Legal Services Reserve, which may be used for Outside Counsel engaged by the City Attorney and paid directly by the CRA or, with the written approval of the CEO and the Executive Director, to fund a portion of City positions within or supporting the Office of the City Attorney that provide services to both the City and the CRA. The Office of the City Attorney therefore has a financial interest in the terms of the ILA governing the scope of, and compensation for, the Legal Services.

(d) *Confidentiality and Privilege.* The Office of the City Attorney owes duties of loyalty and confidentiality to each Party. Each Party is subject to Chapter 119, Florida Statutes, and information relating to matters of common interest may be shared between the Parties. If a City-CRA Matter (as defined below) arises, the Office of the City Attorney may possess information relating to the CRA that is material to that matter; the Office of the City Attorney will not use or reveal such information to the disadvantage of the CRA except as permitted by the Rules Regulating The Florida Bar. Communications concerning matters in which the Office of the City Attorney has represented both Parties may not be privileged as between the Parties in a later dispute between them, including under Section 90.502(4)(e), Florida Statutes.

(e) *Direction and Independent Judgment.* The Office of the City Attorney will take direction on behalf of the CRA from the CRA Board and, within delegated authority, from the Chief Executive Officer and the Executive Director acting as officers of the CRA. The professional judgment of the CRA General Counsel is not subordinate to the City Manager or any City officer, and the CRA General Counsel may report any matter directly to the CRA Board.

4. CITY-CRA MATTERS; CONFLICTS NOT WAIVED.

This Waiver and Consent does not apply to City-CRA Matters. In any claim, dispute, or adversarial proceeding between the City and the CRA ("City-CRA Matter"), and in any other matter in which the interests of the Parties are directly adverse or there is a substantial risk that the representation of the CRA will be materially limited by the responsibilities of the Office of the City Attorney to the City and the conflict is not consented to, the Office of the City Attorney represents only the City. Upon identifying a City-CRA Matter, the Office of the City Attorney will promptly advise the CRA Board, and the CRA Board will determine whether to engage Conflict Counsel and, if so, will select and engage such counsel as it deems necessary. Conflict Counsel will report to the CRA Board, with day-to-day coordination by the Executive Director or such other person as the CRA Board may designate, and will not be selected, supervised, or directed by the Office of the City Attorney or by the City Manager in either capacity. In the charge filed by former CRA employee Vicki Hill and any related proceeding, the Parties are jointly represented by counsel engaged under the joint defense agreement approved by the CRA Board, and the Office of the City Attorney may monitor and coordinate that matter on behalf of both Parties; if the Parties' interests in that matter become directly adverse, it shall be treated as a City-CRA Matter.

5. INFORMED CONSENT; ADVANCE CONSENT.

Having been informed of the material facts and risks described above, each Party gives its informed consent to the concurrent representation of the City and the CRA by the Office of the City Attorney, including, without limitation:

(a) *General Counsel Services.* The provision of the Legal Services to the CRA while the Office of the City Attorney continues to represent the City;

(b) *Agreements Between the Parties.* The concurrent representation of both Parties in the negotiation, drafting, amendment, renewal, and administration of the ILA and of other interlocal and funding agreements between the City and the CRA, including the provisions governing the scope of, and compensation for, the Legal Services, which the Parties acknowledge are cooperative in nature given their common governing body and management, and as to which the City Attorney Salary Supplement and the Legal Services Budget are established directly by the CRA Board through its approval of the ILA and any amendment and its adoption of the CRA's annual budget; and

(c) *Other Divergent Interests.* Other matters in which the interests of the Parties may diverge but are not directly adverse, provided that the Office of the City Attorney advises the CRA of the divergence and reasonably believes that it can continue to provide competent and diligent representation to both Parties.

Where a matter arises that is not within the scope of this Section 5 and the Office of the City Attorney determines that a conflict under Rule 4-1.7 exists, the Office of the City Attorney will seek the specific informed consent of each Party, confirmed in writing, or will treat the matter as a City-CRA Matter.

6. CONTINUING REPRESENTATION OF THE CITY.

The CRA acknowledges that the Office of the City Attorney has represented the City in the negotiation of the ILA and will continue to represent the City in City-CRA Matters. To the extent permitted by the Rules Regulating The Florida Bar, the CRA agrees that the provision of the Legal Services shall not, standing alone, be asserted as a basis to disqualify the Office of the City Attorney from representing the City in any City-CRA Matter.

7. DETERMINATION OF THE OFFICE OF THE CITY ATTORNEY.

The Office of the City Attorney has determined that it reasonably believes it will be able to provide competent and diligent representation to each Party; that the concurrent representation is not prohibited by law; and that the concurrent representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal, as provided in Rule 4-1.7(b), Rules Regulating The Florida Bar.

8. INDEPENDENT COUNSEL.

Each Party acknowledges that it has been advised that it may consult with counsel independent of the Office of the City Attorney concerning this Waiver and Consent and the ILA, and that the

CRA has had the opportunity to consult with Kathryn B. Rossmell, Esq., of Lewis, Longman & Walker, P.A., for that purpose.

9. REVOCATION.

Either Party may revoke this Waiver and Consent prospectively by written notice to the other Party and to the Office of the City Attorney. The Parties acknowledge that revocation may require the Office of the City Attorney to withdraw from the representation of the CRA in some or all matters, that the Office of the City Attorney will continue to represent the City, and that any discontinuation of the Legal Services shall be governed by the ILA.

10. APPROVAL.

This Waiver and Consent was approved by the City Commission and the CRA Board at a duly noticed special meeting held on October 20, 2026, and constitutes the informed consent of each Party, confirmed in writing, for purposes of Rule 4-1.7, Rules Regulating The Florida Bar.

CITY OF BOYNTON BEACH

By: _____
Rebecca Shelton, Mayor
Date: _____

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Rebecca Shelton, Chair, CRA Board
Date: _____

ACKNOWLEDGED AND ACCEPTED:

OFFICE OF THE CITY ATTORNEY

By: _____
Shawna Lamb, City Attorney
Date: _____

APPROVED AS TO FORM:

_____
Stacey Weinger, Deputy City Attorney
City of Boynton Beach

_____
Kathryn B. Rossmell, Esq.
Counsel to the CRA for this Waiver and Consent

The City of Boynton Beach

OFFICE OF THE CITY ATTORNEY
100 E. OCEAN AVENUE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310
(561) 742-6050

MEMORANDUM

TO: Chair and Members, Boynton Beach CRA Board

CC: Daniel Dugger, Chief Executive Officer
Adam Temple, Executive Director
Amanda Radigan, Deputy Executive Director

FROM: Shawna G. Lamb, City Attorney
Stacey R. Weinger, Deputy City Attorney

DATE: October 12, 2026

RE: Proposal for CRA General Counsel Services

Following Ms. Rossmell's resignation, members of the Board and the City Commission, the CEO, the Executive Director, and CRA staff asked whether the City Attorney's Office would serve as the CRA's general counsel. At its October 6, 2026 meeting, the Board indicated its interest in moving forward. This memorandum outlines our proposed terms.

SERVICES

Our office currently provides the CRA's legal services in human resources, finance, procurement, City Clerk, risk management, and information technology. Beginning October 21, 2026, we will provide the full range of general counsel services, including attendance at Board meetings, real estate acquisitions and dispositions, development agreements, contracts, public records, and governance. The City Attorney would serve as CRA General Counsel and report directly to the Board.

We already work closely with the Board and the CRA's executive leadership, and we expect there will be some learning as we take on the full role. Where a matter requires specialized expertise, we will engage outside counsel as needed, and we can continue to call on Lewis, Longman & Walker for historical knowledge.

FEE

The CRA currently pays our office $120,000 per year. Our annual fee for full general counsel services would be $230,000. For the first year, we are offering a **$25,000 discount**, a little more

than two and a half months of the cost of the added services, which brings the FY 2026-2027 fee to **$205,000**. The CRA would continue paying its current $10,000 monthly fee through December 2026 and pay the balance of the fee, prorated, from January through September 2027. Beginning October 1, 2027, the fee would be $230,000 per year, adjusted by 5% annually beginning October 1, 2028.

Fiscal Year	Annual Fee	Discount	Fee Paid	Share of $505,000 Budget
FY 2026-2027	$230,000	$25,000	$205,000	40.6%
FY 2027-2028	$230,000	None	$230,000	45.5%

The CRA budgeted $505,000 for legal services this year. Our first-year fee is **about 40%** of that budget. Based on roughly 1,300 hours of work per year, consistent with prior counsel's workload, it equals about **$158 per hour**, compared with the $300 to $350 per hour billed by prior counsel.

VALUE TO THE CRA

One fee for all legal services. The $205,000 fee covers both the new general counsel role and the human resources, finance, procurement, City Clerk, risk management, and information technology legal services we already provide. Today, the CRA pays for those services separately from its outside counsel.

A predictable, flat cost. The fee does not change with the volume of work. Board members and staff may call or email as often as needed at no additional charge, and the CRA will not see hourly charges for routine communications or administrative tasks.

One office for shared matters. Many CRA matters also involve the City, including interlocal and funding agreements, joint projects, permitting and code issues on CRA properties, and personnel matters. Handling those matters in one office avoids paying two sets of attorneys to coordinate with each other.

Close at hand. Our office is in the same building as the CRA, which makes us available for same-day questions and meetings with staff.

REMAINING BUDGET

Our fee is the only amount paid to the City. The CRA keeps the remaining $300,000 of its legal budget. That amount will cover Lewis, Longman & Walker's October retainer and its work completing pending matters, including real estate closings scheduled for October and November, as well as the previously authorized employment matter, which is already handled by outside counsel the Board engaged. Any balance will be available for outside counsel if needed. We will track each of these costs separately, and unspent funds will stay with the CRA.

CONFLICTS OF INTEREST

Because the City Commission members serve as the CRA Board and the two agencies share management, we expect few conflicts. Both bodies will approve a written conflict waiver allowing our office to represent both agencies on cooperative matters, such as interlocal and funding agreements. If a claim or dispute ever arises between the City and the CRA, our office will represent only the City, and the Board will select and engage its own independent counsel, who will report to the Board. The employment matter will continue with its existing outside counsel under the joint defense arrangement that the Board approved.

NEXT STEPS

The Board may discontinue our services on 30 days' notice at any time. The draft interlocal agreement and conflict waiver will be circulated before the meeting on October 20, 2026.