

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

8

Meeting Date: April 17, 2018

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CRA AND REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, EFFECTIVE AUGUST 1, 2018; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Following the expiration of the extension of the master consulting agreement with RMA on August 1, 2018, this continuing services contract allows the Executive Director of the Community Redevelopment Agency (CRA) to have access to RMA employees on an as needed basis.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Pompano Beach CRA
- (2) Primary staff contact: Greg Harrison Ext. 4601
- (3) Expiration of contract, if applicable: July 31, 2019
- (4) Fiscal impact and source of funding: Not to exceed \$475,000 Annually - FY2018 \$79,166 (\$39,583.00 from Professional Services 150-1910-539.31-60 / \$39,583 from Professional Services 160-1920-539.31-60)

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
----------------------------------	-------------	------------------------------------	-----------------------------------------------------

<input checked="" type="checkbox"/> CRA Executive Director			
<input checked="" type="checkbox"/> CRA Attorney			<u><i>C. Siblee</i></u> <u>Claudia M. McKenna</u>
<input checked="" type="checkbox"/> Finance Director			<u><i>A. Dean-Pina</i></u>

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results: _____	Results: _____	Results: _____
_____	_____	_____
_____	_____	_____



P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

Date: April 17, 2018
To: CRA Board
From: Greg Harrison, Executive Director
Subject: Continuing Services Contract

Background

RMA submitted a letter ending their management consulting arrangement with the (Pompano Beach Community Redevelopment Agency (the "CRA") effective February 1, 2018, with a 90-day transition period. The entire CRA operation including management of the Agency, as well as management of the two CRA cultural facilities, are included in the transition. The 90-day transition period ends May 1, 2018; however, City staff has been preoccupied with City business, including the massive undertaking of educating the public about the citywide bond issue. Since RMA provided over twenty-five (25) employees to the CRA for nine (9) years consisting of full and part-time redevelopment experts, the transition will take more time than anticipated to complete. To effectively transition this Agency with the current amount of activity underway, we will need to extend the master consulting agreement for 90 days, or until August 1, 2018.

With an anticipated reduction in staff, the transition plan in summary is intended to: 1) limit the projects and programs of the Agency to the Downtown and the East CRA areas only; 2) provide a full-time, in-house team of initially four positions to operate the Agency on a daily basis; and 3) provide a continuing service contract to RMA employees on an as-needed basis due to their redevelopment expertise for technical oversight and continuity. I will remain as the CRA Executive Director.

The vision for the downtown and the East CRA have been firmly established. With over half a billion dollars in current and proposed redevelopment projects in the downtown and East CRA, it is imperative the City not lose momentum on these projects; therefore, we will need access to key RMA employees who will not be hired by the City. This access will be on a continuing services contract on an hourly basis per the rate schedule in the Consultant/Professional Services Contract. These RMA employees have served this City for up to nine (9) years and have first-hand knowledge of the CRA and its operations. The continuing service contract will become effective August 1, 2018.

The geographic areas will be largely limited to the East CRA district in its entirety, and the 400+ acre downtown area in the Northwest CRA district, in particular the Innovation District. Of



P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

importance is access to those employees who managed the budgets, financial structure of the Agency and the real estate transactions such as the pier development agreement.

Staff Recommendation

Staff recommends the approval of the Contract for Consultant/Professional Services effective August 1, 2018 at the expiration of the extended transition period.

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CRA AND REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, EFFECTIVE AUGUST 1, 2018; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Contract for Consulting/Professional Services between the Pompano Beach Community Redevelopment Agency and Redevelopment Management Associates, LLC., effective August 1, 2018 (the “Agreement”), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of April, 2018.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARSHA CARMICHAEL, SECRETARY

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2018, by and between the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as "CRA," and REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC () an individual, (X) a partnership, () a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant."

WHEREAS, the Consultant is able and prepared to provide such services as CRA requires under the terms and conditions set forth herein; and

WHEREAS, the Consultant has been serving as the full and part time master consulting and management team for nine years and is intimately familiar with the operations of the CRA; and

WHEREAS, the Consultant will now provide consulting services to ensure technical expertise for oversight and continuity is provided; and

WHEREAS, the CRA has authorized the contractual terms and the rate schedule by which Consultant shall be employed by the CRA and

NOW, THEREFORE, in consideration of the mutual promises herein, the CRA and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CRA REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide continuing consulting/professional services as needed for various community redevelopment projects, according to a personnel rate schedule, which rate schedule is included by reference, and set forth in Exhibit A.

The Consultant's representative shall be Chris Brown or Kim Briesemeister or designee.

The CRA's representative shall be the CRA Executive Director, Greg Harrison or his designee.

ARTICLE 2 – SCHEDULE

The CONSULTANT shall adhere to any schedule given by the CRA upon execution of this agreement after receiving the "Notice to Proceed" in a form agreed to by CONSULTANT and the CRA Executive Director.

The effective date of this agreement shall be August 1, 2018 (the Effective Date). The Term of this Agreement shall be for a period of one (1) year from the Effective Date, unless the CRA and the Consultant choose to terminate this agreement earlier in accordance with the provisions listed in ARTICLE 5.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. CRA agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the CRA in

writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

C. Fee Determination. The total amount to be paid by the CRA under this contract for all services and materials including “out of pocket” expenses shall not exceed a total contract amount of four hundred seventy-five thousand Dollars (\$475,000.00) The Consultant shall notify the CRA’s Representative in writing when 90% of the “not to exceed amount” has been reached. The Consultant will bill the CRA on a monthly basis, or as otherwise provided. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of CRA’s obligation to pay Consultant but does not include a limitation upon Consultant’s duty to perform all services set forth in the Scope of Work.

D. Invoices received by the CRA from the Consultant pursuant to this Contract will be reviewed and approved in writing by the CRA’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be processed for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested, including, but not limited to, the nature of tasks worked on during the billing period, the number of hours provided and the name/title of personnel providing such services. In addition, this activity and related billing costs must be shown separately for the Northwest and East CRA Districts. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the CRA’s representative, Consultant will provide CRA with detailed periodic Status Reports on the project.

E. This section intentionally left blank.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state “Final Invoice” on the Consultant’s final/last billing to the CRA. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the CRA. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant’s most favored customer for the same or substantially similar service. Should the CRA determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the CRA’s Representative, in the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the CRA, with or without cause, upon (30) days written notice from the CRA’s Representative to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the CRA’s satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the CRA’s right to

terminate this Contract for convenience. Termination for cause by the CRA shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the CRA as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the CRA the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the CRA.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the CRA. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the CRA, nor be entitled to any benefits of the CRA including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the CRA. This provision shall not preclude such personnel from having a contractual relationship with the CRA and performing services unrelated to this Contract for Consultant or others that do not constitute a conflict.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the CRA's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to CRA with the prior written approval of the CRA's Representative. The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to

perform properly under this Contract. The CRA's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Consultant authorized to use the CRA's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The CRA's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the CRA as are normally approved.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City of Pompano Beach, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

A certificate of insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the CRA. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CRA. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension there under is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit B.

The Pompano Beach Community Redevelopment Agency must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims-made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City's Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and its Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

To the fullest extent permitted by Florida law, the Consultant agrees to indemnify and hold harmless the CRA and the City of Pompano Beach (City), their officers, directors, agents and employees from and against any claims, losses, damages or expenses (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the CRA or the City from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of or resulting from any negligence, recklessness, or intentionally wrongful act or omission of Consultant, its agents, servants, or employees, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, in the performance of Consultant's services (b) any breach by the Consultant of this Contract; (c) any misconduct by the Consultant; and (d) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein.

Consultant acknowledges and agrees that CRA would not enter into this contract without this indemnification of the CRA and the City by Consultant, and that the CRA entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the CRA or the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The CRA and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as provided above, neither the CRA nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance. Notwithstanding this provision, the CRA acknowledges that Consultant's headquarter offices are located in a building owned by Consultant located at 2300 East Atlantic Blvd, and that Consultant intends to remain in that office space to conduct Consultant's business. That office space is at full capacity and in the future Consultant may, at its discretion, renovate and locate additional staff in a second building owned by Consultant located at 114-122 Flagler Avenue. The properties Consultant currently owns within the CRA areas do not constitute a conflict of interest under applicable law. Nonetheless, Consultant agrees that it will not seek any specific benefit for Consultant's individual parcels within the CRA, nor apply for any incentives available within the CRA areas. Consultant and CRA acknowledge that redevelopment activity may occur in the vicinity of Consultant's properties without creating a conflict of interest.

The Consultant shall promptly notify the CRA's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the Consultant. The CRA agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the CRA, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the CRA shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the CRA by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the CRA's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the CRA's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the CRA's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA's expense shall be and remain the CRA's property and may be reproduced and reused at the discretion of the CRA.

The Pompano Beach Community Redevelopment Agency is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by the CRA in order to perform the service.
2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the CRA.
4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Consultant, or keep and maintain public records required by the CRA to perform the service. If the Consultant transfers all public records to the CRA upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

Failure of the Consultant to provide the above described public records to the CRA within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CRA or its designated agent shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term

and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The CRA reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the CRA's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CRA of any estimated change in the completion date; and (3) advise the CRA if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA's decision to proceed with the change.

If the CRA elects to make the change, the CRA shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the CRA, and if such amendment is in excess of \$25,000, it must also first be approved by the CRA Board and signed by the appropriate CRA Official authorized by the CRA.

The CRA shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CRA:

Pompano Beach Community Redevelopment Agency
Attn: Greg Harrison, CRA Executive Director
100 West Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060
954-786-4609

FOR CONSULTANT:

Redevelopment Management Associates, LLC
Christopher Brown
2302 East Atlantic Blvd

Pompano Beach, Florida 33062
954-695-0754

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the CRA, whether the project for which they are made is completed or not, and shall be delivered by Consultant to CRA within ten (10) days of notice of termination. If applicable, CRA may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Marsha Carmichael, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

By: Greg Harrison, CRA Executive Director

By: _____

Print Name: _____

and _____
By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by MARSHA CARMICHAEL, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Gregory Harrison, Executive Director. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Witnesses:

Peter Cristancho
Signature
Peter Cristancho
Name Typed, Printed or Stamped

[SIGNATURE BLOCK FOR RMA NEEDS TO BE FIXED]

By: Christopher Brown
Signature

Christopher Brown
Name Typed, Printed or Stamped

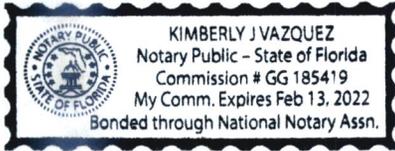
Title: Principal

Address: 2302 E Atlantic Blvd.
Pompano Beach FL 33062

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of April, 2018 by Christopher Brown, on behalf of Redevelopment Management Associates, LLC. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



Kimberly J Vazquez
NOTARY PUBLIC, STATE OF FLORIDA
(Name of Acknowledger Typed, Printed or Stamped)
GG 185 419
Commission Number

EXHIBIT A

CONSULTANT'S SCOPE OF SERVICES AND RATE SCHEDULE

Services to be provided relates fully to Florida Statute, Chapter 163- Part 3, *Community Redevelopment*, based on an as needed basis, to ensure the Agency has the financial and operational expertise available as redevelopment projects and programs continue and to support the in-house team including but not limited;

- Provide expertise in the fields of redevelopment, planning, economics, development, land use, urban design, real estate and similar fields.
- Work with staff to resolve planning issues.
- Review and comment on land development regulations, zoning, development orders, and comprehensive plan policies and implications.
- Conduct workshops as needed on related issues with elected and appointed officials, staff, the development community and members of the public.
- Review of development plans (subdivision, site plans, capital projects, etc.).
- Attend Development Review, Advisory Board/Committee, City Commission or Community Redevelopment Agency Meetings, as needed.
- Mapping capabilities.
- Inter-agency coordination as needed.
- Writing, preparation, and packaging of reports, memos, financial analysis and other related deliverables as requested.
- Working effectively with City Directors and Staff.



RMA Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE	PROVIDED TO POMPANO BEACH CRA BETWEEN 2009 - CURRENT
BUSINESS ATTRACTION & MARKETING		
GIS/CAD Operator	\$95.00	✓
Graphic Designer	\$85.00	✓
Creative Director	\$150.00	✓
Director of Digital Solutions	\$150.00	✓
Marketing Assistant	\$85.00	✓
Marketing Coordinator	\$100.00	✓
Marketing Manager	\$125.00	✓
Sr. Marketing Manager	\$150.00	✓
Tourism Specialist	\$150.00	✓
Director - Business Attraction & Marketing	\$185.00	✓
CONSTRUCTION		
Construction Inspector	\$95.00	
Construction Manager	\$145.00	✓
Construction Director	\$180.00	
ECONOMIC DEVELOPMENT		
Economic Develop Assistant	\$85.00	✓
Economic Develop Coordinator	\$115.00	✓
Economic Develop Manager	\$150.00	✓
Director - Economic Development	\$185.00	✓
ENGINEERING		
Engineer	\$95.00	✓
Engineer I	\$125.00	
Engineer II	\$150.00	
Sr. Engineer	\$195.00	
GOVERNMENT MANAGEMENT & ADMINISTRATION		
Administrative Assistant	\$80.00	
CRA Clerk	\$80.00	✓
Sr. Admin Assistant	\$105.00	✓
Sr. Redevelopment Associate	\$195.00	✓
Managing Director	\$205.00	
Principal	\$230.00	✓

PROJECT MANAGEMENT			
Project Coordinator	\$95.00		✓
Project Manager I	\$125.00		✓
Project Manager II	\$145.00		✓
Sr. Project Manager	\$180.00		✓
REAL ESTATE			
Assistant Property Manager			
Property Manager			✓
Real Estate Coordinator	\$115.00		✓
Real Estate Manager	\$150.00		✓
Director - Real Estate	\$185.00		
URBAN DESIGN & PLANNING			
Landscape Architect I	\$105.00		✓
Landscape Architect II	\$120.00		
Landscape Architect III	\$135.00		
Sr. Landscape Architect	\$155.00		
Planning Assistant	\$105.00		✓
Planner I	\$115.00		✓
Planner II	\$125.00		✓
Sr. Planner	\$150.00		✓
Urban Design Assistant	\$105.00		✓
Urban Designer I	\$115.00		✓
Urban Designer II	\$125.00		
Sr. Urban Designer	\$150.00		✓
Director-Urban Design & Planning	\$185.00		✓
RMA Internal			
Bookkeeper	\$90.00		
Business Development Coordinator	\$90.00		
Business Development Manager	\$90.00		✓
Budget & Operations Analyst	\$105.00		✓
Controller	\$170.00		✓
Director of Administration	\$185.00		✓
Director of Operations	\$185.00		
Finance Analyst	\$160.00		✓

EXHIBIT B
INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project by the CRA. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer shall not commence operations, construction and/or installation of improvements until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance
 - a) Naming the Pompano Beach CRA as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

 - b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

3. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

<u>Type of Insurance</u>		<u>Each occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY			
comprehensive form premises - operations explosion & collapse hazard	bodily injury	\$1,000,000.	\$1,000,000.
underground hazard products/completed operations hazard contractual insurance broad form property	property damage	\$1,000,000.	\$1,000,000.
	bodily injury and property damage combined	\$1,000,000.	\$1,000,000.

damage independent contractors personal injury	personal injury	\$1,000,000.	\$1,000,000.
------------------------------------------------------	-----------------	--------------	--------------

AUTOMOBILE LIABILITY			
	bodily injury (each person)	\$1,000,000.	
	bodily injury (each accident)	\$1,000,000.	\$1,000,000.
comprehensive form owned	property damage	\$1,000,000.	\$1,000,000.
hired non-owned	bodily injury and property damage combined	\$1,000,000.	\$1,000,000.

REAL & PERSONAL PROPERTY

comprehensive form	Organization must show proof they have this coverage.
--------------------	-------------------------------------------------------

EXCESS LIABILITY

umbrella form other than umbrella	bodily injury and property damage combined	\$2,000,000.	\$2,000,000.
--------------------------------------	--------------------------------------------------	--------------	--------------

PROFESSIONAL LIABILITY		\$2,000,000.	\$2,000,000.
-------------------------------	--	--------------	--------------

The certification or proof of insurance must contain a provision for notification to the CRA ten (10) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the CRA the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110	CONTACT NAME: Dora Spada, AAI PHONE (A/C, No, Ext): (386) 437-7767 FAX (A/C, No): (386) 437-9226 E-MAIL ADDRESS: dora@haywardbrownflagler.com	
	INSURER(S) AFFORDING COVERAGE INSURER A :Southern-Owners	NAIC # 10190
INSURED RMA RealEstate Services, LLC & Redevelopment Management Associates, LLC 2302 E Atlantic Blvd. Pompano Beach FL 33062	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:CL1782412448** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		78290443	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Blkt Add'l Insured	X				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blkt Waiver Subrogation					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
A	AUTOMOBILE LIABILITY		78290443	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	4929044300	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pompano Beach CRA and City of Pompano Beach are listed as additional insured for General Liability.

CERTIFICATE HOLDER Pompano Beach CRA City of Pompano Beach 100 W. Atlantic Blvd. Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Sullivan, Jr./JMB

© 1988-2014 ACORD CORPORATION. All rights reserved.

