

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this ___ day of _____, 2024 by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "CRA" and REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company, hereinafter referred to as "Contractor."

WHEREAS, CRA requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as CRA does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" - Scope of Services; Exhibit "B"- Insurance Requirements; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. CRA hereby contracts with Contractor to provide Professional Consulting Services relating to public-private partnerships (P3) and real estate projects, special projects, and general CRA expertise upon the terms and conditions herein set forth.
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Agreement shall be for a three (3) year period, commencing on August 1, 2024.
5. Renewal. In the event CRA determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then CRA, through its Executive Director as Contract Administrator, shall have the option to renew this contract for an additional period of two, one-year renewals upon the written consent of both the CRA and the Contractor.
6. Maximum Obligation. CRA agrees to pay Contractor 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, Contractor will continue to provide services as specified in Exhibit "A" for the term or the contract.
7. Price Formula. CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

This is a fixed-fee contract of \$33,217.00 to be paid monthly, and for a total annual cost of \$398,600.

The fee shall be increased by 3.5% per annum effective August 1st of each year during the term of this agreement.

The fee is intended to be the full compensation paid to RMA in connection with the scope of services described herein. It is inclusive of any out-of-pocket or other overhead expenses, including travel expenses, generally incurred by RMA in providing the services, except as otherwise as set forth in the Agreement. The fee is only for the scope of services described herein. Any additional work requested by the CRA outside of the scope will be billed at the hourly rates outlined in Exhibit A.

8. Invoices. Contractor shall submit the invoices to CRA, if requested by CRA, as follows:
Invoices shall be submitted on a monthly basis.
9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty-five (45) days of submittal.
10. Disputes.
 - A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.
 - B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.
11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

Redevelopment Management Associates, LLC (or RMA)
Attn: Chris Brown or Kim Briesemeister
2302 East Atlantic Blvd.
Pompano Beach, FL 33062

If to CRA

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
CRA Executive Director
501 Dr. Martin Luther King Jr Boulevard, Suite 1
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the Work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by CRA, and CRA shall cooperate in the carrying out of the work without undue delay.
13. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party. Contractor shall be paid a transition fee for a period of one hundred and eighty (180) days after the 60-day termination period ends unless the notice of termination is given within one hundred and eighty days (180) days of the end of the initial term or any renewal term ("Term"), in which case the transition fee will be limited to the number of days remaining until the end of the Term.
14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.
15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name CRA as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CRA.
16. Indemnity. The Contractor shall defend, indemnify and hold the CRA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.
17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor if any, at the CRA 's expense, relating to performance based on the tasks within the Scope of Services under the contract until the expiration of three years after final payment under this contract.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning Worker's compensation, unemployment compensation and minimum wage requirements.
21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CRA.
22. Mutual Cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.
23. Public Records.

The POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor 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 Contractor 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 Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 Contractor to provide the above described public records to the CRA within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CRA SECRETARY

501 Dr. Martin Luther King, Jr. Blvd., Suite 1
Pompano Beach, Florida 33060
(954) 786-7823

Elizabeth.Pinto@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.
25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CRA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently

enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The CRA hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

“CRA”

Attest:

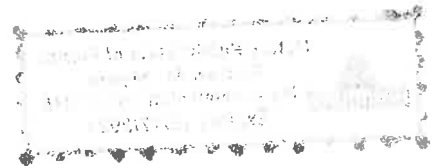
**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

KERVIN ALFRED, SECRETARY

By: _____
REX HARDIN, CHAIRMAN

(SEAL)

By: _____
GREGORY P. HARRISON,
EXECUTIVE DIRECTOR



“CONSULTANT”

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC

Witnesses:

[Signature]
Lorena Ledesma

(Print or Type Name)

[Signature]
ROBERT TRAGER

(Print or Type Name)

By: Christopher J. Brown

Christopher J. Brown, Managing Member

STATE OF Florida

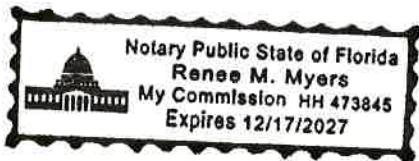
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 2nd day of July, 2024 by Christopher J. Brown as Managing Member of REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC., a Florida Limited Liability Company authorized to conduct business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

Renee Myers

NOTARY PUBLIC, STATE OF Florida

NOTARY'S SEAL:



Renee Myers

(Name of Acknowledger Typed, Printed or Stamped)

HH 473845
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

1.0 Liaison:

- Report directly to the CRA Executive Director or his designee and act as a liaison as directed on real estate and public-private partnerships (P3s), special projects, and general CRA expertise, including interfacing with CRA staff and key city departments such as Finance, Public Works, Engineering, Capital Improvements, Development Services, and others.
- Attend meetings including but not limited to Development Review, Advisory Boards/Committees, City Commission or Community Redevelopment Agency Meetings as needed.
- Writing, preparation, and packaging of reports, memos, financial analysis, and other related deliverables as requested.

2.0 P3s and Real Estate Projects:

- Assist the CRA and other staff in developing effective development strategies for CRA properties and development activity in Downtown Pompano and the East CRA.
- Advise on P3 opportunities, including development of CRA owned sites.
- Assist CRA staff with third party professional appraisals of its Properties, third party professional environmental Phase I and Phase 2 reports if required, surveys of all individual tracts within a development area, and boundary surveys as needed.
- Advise on the need for plat work required on each project.
- Advise on the need for a land use amendment, rezoning or any other regulatory condition.
- Assist in writing requests for proposals, request for qualifications, or other bid processes. Provide administrative support during the bidding process, if required, for the selection of a developer(s) in developing a CRA P3 project.
- Assist in the evaluation of third party solicited or unsolicited proposals made to the CRA by developers.
- Assist in negotiating a development agreement for the sale or lease of property for development.
- Assist in preparing a financial analysis of a proposed development including overseeing third party projections of the economic benefits that the CRA would receive from such development.
- Assist in the oversight and management of P3 development agreements.
- Assist the CRA with other services pertaining to P3s and real estate as directed by the Executive Director:
- Assist in land acquisition for purchase or lease for parking and other public or public purpose uses.

- Provide oversight and guidance related to implementation for the Downtown P3 Project to ensure Phase I of the development agreement proceeds.
- Assist the CRA in determining best options on managerial decision points related to the Downtown project as it progresses through the initial stages of implementation.
- Provide updates and relevant information to the CRA Board on the terms and conditions of the Downtown deal structure as it evolves.
- Work with City and CRA staff on best options for pad development as acquisitions and land is further assembled.
- Assist in guiding site plan considerations as development pads go through the preliminary design phase as well as consideration of financial impacts of those decisions.
- Work with development team and CRA staff on leasing and purchase and sale decisions.
- Work with the CRA and development team on ensuring the community participates in the development of the downtown and developer is involved in promoting and providing support for the Wheel of Economic Opportunity, a program to attract and support wealth generation within the community.
- Act as the Liaison for the CRA to the Developer and their team as needed.
- Provide guidance on all other aspects of the downtown P3 project as needed.

Exclusions: preparing land use amendments, drafting zoning regulations, providing owner's representation for construction management associated with the development of projects, plat work or providing material of any kind for demonstration or presentation purposes including the exclusions listed above.

3.0 Special Projects:

- Assist the CRA and other staff as directed in developing effective development and redevelopment strategies for CRA special projects in Downtown Pompano and the East CRA district. Provide analysis and recommendations for project feasibility as well as oversight services for the CRA as directed by the Executive Director or designee.
- Identify special project opportunities, including development of CRA owned sites as well as privately owned property.
- Provide specialized project management services for key projects.
- Develop project presentations and present to pertinent community organizations, committees, and boards.
- Business Attraction- work with the CRA staff to identify and secure a tenant for the special projects.
- Provide general guidance needed to promote CRA special projects including but not limited to marketing, graphic design, collateral materials, and other promotional marketing materials.

4.0 Provide General CRA Expertise:

- Assist the CRA and other city staff as directed in providing expertise on general CRA matters or historical knowledge of any past CRA project.
- Assist CRA staff as needed in developing annual budgets, five-year finance plans as it relates to a P3 and Real Estate projects.
- Assist the CRA with projections, finance analysis and plans, and any other related documents needed to secure future bond issues as directed by the Executive Director or designee.
- Analyze economic impacts from redevelopment activity to project revenue streams:
- Assist in drafting incentive programs or other financial incentives to promote redevelopment activity.
- Provide general advice and guidance on other matters pertaining to the operations and statutory functioning of the Agency as directed by the Executive Director or designee.

5.0 Dissemination of Information

- Assist the CRA as needed with dissemination of slum clearance and community redevelopment information relating to specific projects identified in the NWCRA and ECRA Plans. Such dissemination may include marketing, branding, logo design, banners, newsletters, web site design, advertising, use of social media platforms and other tools available to disseminate slum clearance and community redevelopment information.
- Assist the CRA as needed with special events that disseminate slum clearance and community redevelopment information such as ground breakings, ribbon cuttings, promotional gatherings targeted for redevelopment opportunities relating to specific projects identified in the NWCRA and ECRA Plans and other events designed solely for eligible redevelopment activities identified in the Plans and contained in the annual budget of the NWCRA and ECRA.

TABLE ONE
(Rate Schedule)

<u>TITLE</u>	<u>RATE/HOUR</u>
Principals	\$325
Marketing Director	\$195
Real Estate Director	\$195
Financial Analyst	\$195
Senior Associate	\$185
Project Manager	\$175
Senior Planner/Urban Designer	\$175
Associate Planner	\$150
Project Coordinator	\$ 115
Administrative	\$115
Administrative Assistant	\$105

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the Pompano Beach Community Redevelopment Agency (CITY or CRA) for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT 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.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

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

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000
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(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

