

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of April 2021, by the CITY OF POMPANO BEACH, hereinafter referred to as “City,” and REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company, hereinafter referred to as “Contractor.”

WHEREAS, City 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 City 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 Work; Exhibit “B.” Insurance Requirements, if needed; 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. City hereby contracts with Contractor to provide Professional Consulting Services largely related to public-private partnerships (P3s) and real estate, parking analysis and management, special projects, and business attraction 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” (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of three years (3) beginning on June 1, 2021.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor’s performance to be satisfactory, then City, through its City Manager as Contract Administrator, shall have the option to renew this contract for an additional two one (1) year periods upon the written consent of both the City and the Contractor.

6. Maximum Obligation. City 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 City in writing, Contractor will continue to provide services as specified in Exhibit “A” for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of \$26,000 per month.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, 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
2401 East Atlantic Blvd., Suite #305
Pompano Beach, FL 33062

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
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 City, and City 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.

If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an

amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing either party shall have the right to terminate this Agreement immediately upon delivery of the written notice to the defaulting party of its election to do so.

14. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements including, but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

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 City 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 City.

16. Indemnity. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or

liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

17. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

18. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, 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.

19. 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, and the Americans with Disabilities Act (ADA).

20. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor if any, at the City's expense, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor

21. 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.

22. 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 City. 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 City, 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 City.

23. 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 City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City 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.

24. Public Records.

A. The City of Pompano Beach 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 City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City 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:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

954-786-4611

RecordsCustodian@copbfl.com

25. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

26. 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 City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

27. 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.

28. 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.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

30. 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 City 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 City by reason of entering into this contract, except as expressly provided herein.

31. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

“CITY”

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"



Print Name: Lorena Ledesma



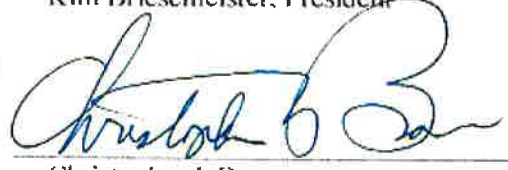
Print Name: ALEXIS DI RIENZO

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: 

Kim Briesemeister, President

and
By: 

Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

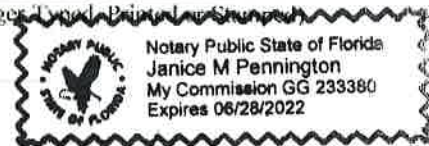
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8th day of April, 2021, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

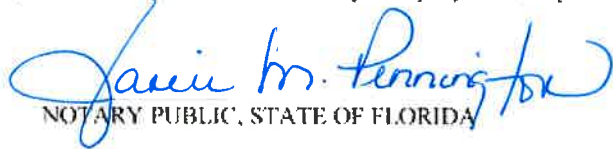
Commission Number



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8th day of April, 2021, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

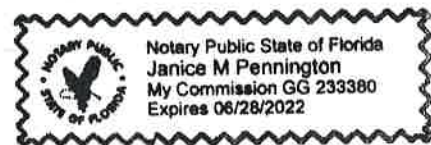


EXHIBIT A

Scope of Services

- 1.0 Liaison:** Report directly to the City Manager or his designee and act as a liaison as directed on real estate and public-private partnerships (P3s), parking management, special projects, and business attraction, including interfacing with key city departments such as Finance, Public Works, Engineering, Capital Improvements, Development Services, and others. Coordinate with the city staff, particularly with the Assistant City Manager in charge of each professional discipline.
 - 1.1** Attend meetings including but not limited to Development Review, Advisory Boards/Committees, City Commission or Community Redevelopment Agency Meeting as needed;
 - 1.2** Writing, preparation, and packaging of reports, memos, financial analysis and other related deliverables as requested.

- 2.0 P3s and Real Estate Projects:** Assist the city and other staff in developing effective development strategies for city properties and development activity in the city.
 - 2.1** Identify city P3 opportunities, including development of city owned sites;
 - 2.2** Assist the city in securing third party professional appraisals of its Properties, securing third party professional environmental Phase 1 and Phase 2 reports if required, coordinating surveys of all individual tracts within a development area, and procuring boundary surveys as needed;
 - 2.3** Advise on the need for plat work required on each project;
 - 2.4** Advise on the need for a land use amendment, rezoning or any other regulatory condition;
 - 2.5** Assist in writing request 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 city P3 project;
 - 2.6** Assist in the evaluation of third party solicited or unsolicited proposals made to the city by developers;
 - 2.7** Assist in negotiating a development agreement for the sale or lease of property for development;
 - 2.8** Assist in preparing a financial analysis of a proposed development including overseeing third party projections of the economic benefits that the city would receive from such development;

- 2.9 Oversee and manage P3 development agreements;
- 2.10 Assist the city with other services pertaining to P3s and real estate as directed by the City Manager;
- 2.11 Assist the city to acquire or lease land for parking and other public or public purpose uses.

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 Parking Management: Assist the city and other staff as directed in developing adequate parking strategies for the city.

- 3.1 Assist with general planning and analysis for future parking needs including locations, site options, development and management;
- 3.2 Assist with developing a comprehensive short-range and long-range employee parking supply including leasing private parking lots, building new parking facilities, contracting for jitney services for transporting employees to the various centers of employment, particularly to the cluster of beach restaurants, and pursuing grants from the Metropolitan Planning Organization (“MPO”) and US Department of Transportation;
- 3.3 Assist the city with other services pertaining to parking related P3s as directed by the City Manager or designee including but not limited to securing third party professional appraisal values, environmental Phase 1 and Phase 2 reports, surveys, plat work, land use and zoning amendment guidance, assistance writing request for proposals (“RFP”) or other forms of solicitation, assistance with administration during the bidding process, assistance with selection of a developer(s) and/or financial lenders in redeveloping a project, evaluation of third party solicited or unsolicited proposals, negotiation and writing a P3 development agreement for the sale or lease of property for development and preparing a financial analysis of a proposed development and projecting the benefits that the city would receive from such redevelopment;

- 3.4 Provide input as directed on the city’s parking ordinance.

Exclusions: preparing land use amendments, preparing zoning regulations, marketing and promotion, and providing owner’s representation for construction management associated with the development of projects.

4.0 Special Projects: Assist the city and other staff as directed in developing effective development and redevelopment strategies for city special projects. Provide analysis and recommendations for project feasibility as well as oversight services for the city as directed by the City Manager or designee.

- 4.1 Identify special project opportunities, including development of city owned sites as well as privately owned property;
 - 4.2 Provide general project management services for special projects;
 - 4.3 Develop project presentations and present to pertinent community organizations, committees, and boards;
 - 4.4 Business Attraction- work with the city staff to identify and secure a tenant for the special projects;
 - 4.5 Provide general assistance needed to promote city special projects including but not limited to overseeing efforts related to marketing, graphic design, collateral materials, special events, and other promotional marketing materials.
- 5.0 Business Attraction:** Assist the City Manager and other staff as directed to attract businesses and development to city properties or properties associated with city development efforts. Provide business attraction liaison services to the city and to the private sector interested in development of retail, residential, office, and industrial properties in the city as directed by the City Manager or designee.
- 5.1 Identify business attraction opportunities, including city owned sites as well as other privately-owned sites;
 - 5.2 Assist the city with other services pertaining to business attraction as directed by the City Manager;
 - 5.3 Assist in overseeing third party efforts related to general marketing, event, or brand related special projects on an as needed basis.

Compensation and Reimbursables

The Consultant will be compensated a \$26,000 monthly fixed fee and for reimbursable expenses such as printing, travel expenses, mileage, etc. Billing will occur monthly and will state the number of hours expended and the services provided. Additional tasks as directed by the Executive Director shall be billed on an hourly basis as described in the Table One rate schedule below.

Initial Fee Not to Exceed \$312,000.

The above \$312,000 compensation is only for the scope of services described herein. Any additional work requested by City outside of that scope will be billed at the hourly rates below.

TABLE ONE
(Rate Schedule)

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$230
Marketing Director	\$185
Senior Associate	\$175
Financial Analyst	\$160
Project Manager	\$150
Senior Planner/Urban Designer	\$150
Associate Planner	\$125
Project Coordinator	\$ 95
Administrative Assistant	\$ 80

:jrm
4/6/21
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