

AGREEMENT

THIS AGREEMENT is made and entered into as of January 30, 2015, by and between the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA") having an address at 776 N.E. 125th Street, North Miami, Florida 33161, and REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company (the "CONSULTANT") having an address at 3109 East Atlantic Boulevard, Suite B, Pompano Beach, Florida 33062.

RECITALS

1. The CRA Board has determined that it is in its best interest to procure the services of the CONSULTANT under the terms and conditions of that certain Agreement for Management and Staffing of the West Palm Beach Community Redevelopment Agency and West Palm Beach Redevelopment Activities dated December 16, 2013, between the CONSULTANT and the City of West Palm Beach attached hereto as Exhibit "A" and by this reference incorporated herein (the "WPB Agreement"), which was competitively solicited and negotiated by the City of West Palm Beach pursuant to Request for Qualifications 12-13-407.

2. The CONSULTANT exhibited by its response to the City of West Palm Beach solicitation that it is capable of providing the required services and agrees to provide the required services to the CRA as set forth in the Scope of Work, attached hereto Exhibit "B" and by this reference made a part hereof.

3. The CRA desires to engage the CONSULTANT for provision of the services as set forth in the Scope of Work, subject to the terms and conditions of this Agreement.

4. The CRA shall be afforded all of the rights, privileges and indemnifications afforded to the City of West Palm Beach under the WPB Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CRA under this Agreement including, without limitation, CONSULTANT's obligation to provide insurance and certain indemnifications to the City of West Palm Beach.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

ARTICLE 1
GENERAL INTENT

1.1 The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by CONSULTANT to the CRA of consulting services generally related to amendment of the CRA Community Redevelopment Plan and extension of the term of the CRA.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services described and for the fee set forth in the Scope of Work attached hereto as Exhibit "B" and by this reference made a part hereof.

2.2 The services of CONSULTANT shall only be performed upon the prior request of the CRA Executive Director. CONSULTANT shall report to the CRA Executive Director.

2.3 During the conduct of the performance of its services, CONSULTANT shall schedule regular meetings with the CRA Executive Director or his designee to discuss the progress of the work.

2.4 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.5 CONSULTANT hereby represents to the CRA, with full knowledge that CRA is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement. CONSULTANT shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

ARTICLE 3
TIME OF PERFORMANCE

3.1 CONSULTANT shall perform the services in accordance with the completion dates set forth in the Scope of Work. Minor adjustments to the completion dates approved by CRA in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement; provided, however, that the CONSULTANT acknowledges and agrees that the timetable for completion is a material inducement for the CRA to enter into this Agreement. Accordingly, except for such minor adjustments approved by the CRA, the failure of the CONSULTANT to complete the services by the completion dates as set forth in the Scope of

Work as a result of the acts or omissions of the CONSULTANT shall constitute a material default entitling the CRA to its rights and remedies.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation for the services provided by CONSULTANT to the CRA shall be based on the fees provided in Exhibit "B" and by this reference made a part hereof. The fees set forth in the Exhibit "B" represent and contain all amounts due and payable for the services provided by CONSULTANT as set forth in the Scope of Work including any out of pocket and third party costs which may be incurred and/or paid by CONSULTANT.

4.2 CONSULTANT shall submit to the CRA a written invoice for compensation no more often than on a monthly basis. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the CRA. With respect to the procedures for payment, the CRA and CONSULTANT agrees to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CRA may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the CRA Board.

ARTICLE 6
MISCELLANEOUS

6.1 Ownership of Documents. The amendment to the Redevelopment Plan as well as any reports, surveys, studies and other data provided by CONSULTANT to the CRA required by or in connection with this Agreement are and shall remain the exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, CONSULTANT shall promptly deliver to the CRA all or any portion of the above referenced documents including the tapes or discs relating thereto. CONSULTANT further acknowledges that CRA may post any of such documents on the CRA's website. Such documents may be posted by CRA without the prior authorization of CONSULTANT. No additional fee or compensation will be paid to CONSULTANT by CRA for such posting.

6.2 Term and Termination.

6.2.1 This Agreement shall take effect on the date hereof and shall terminate on January 31, 2016.

6.2.2 This Agreement may be terminated (a) by either party for cause in the event either party fails to cure a default within ten (10) days following written notice from the other party or (b) by the CRA for convenience upon thirty (30) days written notice by the CRA to CONSULTANT. If terminated for convenience by the CRA, CONSULTANT shall be paid their compensation for services performed to the termination date. In the event that CONSULTANT abandons this Agreement or the CRA terminated it for cause, CONSULTANT shall indemnify the CRA against any loss pertaining to such termination. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONSULTANT shall become the property of CRA and shall be delivered by CONSULTANT to CRA.

6.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CRA and advised such records must be kept for a longer period. CONSULTANT shall further be required to respond to the reasonable inquiries of successor CONSULTANT and allow successor CONSULTANT to review CONSULTANT'S working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries.

6.4 Indemnification.

6.4.1 CONSULTANT shall indemnify, hold harmless and defend the CRA, its Board Members, employees, agents and servants from and against any and all actions, claims, suits, causes of action, proceedings, penalties, liabilities and judgments for damages, or equitable relief of any nature whatsoever, arising out of or in connection with any processes, or procedures, acts or omissions, errors, or negligent acts of CONSULTANT, its agents, servants or employees in the performance of services of under this Agreement for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees and costs (at both the trial and appellate levels) arising out of, related to or in connection with the services performed by CONSULTANT pursuant to this Agreement. In any litigation brought against the CRA arising out of or in connection with this Agreement, CRA will have the option of either (i) accepting counsel retained by CONSULTANT, or (ii) retaining its own counsel and having CONSULTANT reimburse the CRA for its reasonable attorneys' fees cost and expenses, provided, however, CONSULTANT shall have the right upon request to audit the amount of such fees, cost and expenses to insure they were reasonably incurred.

6.4.2 The parties recognize that various provisions of this Agreement provide for indemnification by CONSULTANT and the parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to CONSULTANT responsibility to indemnify.

6.5 Insurance. CONSULTANT is required to obtain general liability insurance or professional liability insurance during the term of this Agreement in accordance with Section 12 of Exhibit A, and the CONSULTANT shall provide the CRA with certificates of such insurance naming the CRA as an additional insured. The obtaining or not obtaining of insurance by the CONSULTANT shall not in any way alter, amend or limit the liability of the CONSULTANT to the CRA under this Agreement. In addition to obtaining general liability insurance or professional liability insurance during the term of this Agreement, the CONSULTANT shall obtain Workers Compensation insurance during the term of this Agreement to comply with statutory limits for any employees.

6.6 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CONSULTANT is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and the CRA and the CRA will not be liable for any obligation incurred by CONSULTANT, including by not limited to unpaid minimum wages and/or overtime premiums.

6.7 Assignments; Amendments.

6.7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CRA, which consent may be withheld by the CRA in its sole and absolute discretion. This Agreement shall run to the CRA and its successors and assigns.

6.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the CRA Board.

6.8 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CRA designate the following as the respective places for giving such notice:

CRA: CRA Executive Director
Aleem A. Ghany, P.E.
City Hall
776 N.E. 125th Street, 4th Floor
North Miami, Florida 33161
Telephone No. (305) 895-9888
Facsimile No. (305) 893-1367

With a copy to:

CRA Attorney
Steven W. Zelkowitz
Managing Shareholder Miami
GrayRobinson, P.A.
333 S.E. 2nd Avenue, Suite 3200
Miami, FL 33131
Telephone No. Main: (305) 416-6880; Direct (305) 913-0346
Facsimile No. (305) 416-6887

CONSULTANT: Christopher J. Brown
Redevelopment Management Associates, LLC
3109 East Atlantic Boulevard, Suite B
Pompano Beach, Florida 33062
Telephone No. (954) 695-0754
Facsimile No. (754) 222-8081

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

6.11 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.12 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

6.13 Conflict. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the WPB Agreement, the terms and conditions of this Agreement shall prevail.

6.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

6.15 Governing Law. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

6.16 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

6.17 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the CRA or CONSULTANT.

6.18 Licenses. CONSULTANT shall, all times during the term of this Agreement, maintain in good standing all required licenses, certifications and permits required by law to perform the services.

6.19 Ethics Requirements. CONSULTANT is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County Ordinance and City Code. CONSULTANT shall not employ, directly or indirectly, the mayor, any member of the City Council, or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest

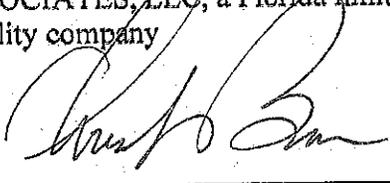
opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONSULTANT:

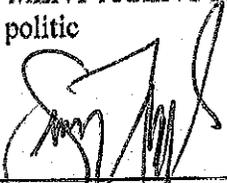
REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company

By: 

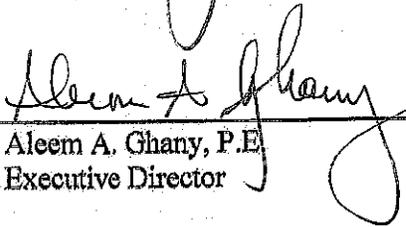
Christopher J. Brown
Managing Member

CRA:

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

By: 

Dr. Smith Joseph
Chairman

By: 

Aleem A. Ghany, P.E.
Executive Director

Attest:

By: 

Michael A. Etienne, Esq.
City Clerk

Approved as to form and legal sufficiency:

By: 

Gray Robinson, P.A., CRA Attorney