

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 459

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY APPROVING AN AGREEMENT WITH REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, FOR PROVISION OF ADMINISTRATION, MANAGEMENT, AND CONSULTING SERVICES FOR THE MARGATE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR CRA MANAGEMENT; GENERAL SERVICES, REAL ESTATE DEVELOPMENT AND PUBLIC PRIVATE PARTNERSHIP SUPPORT, MARKETING SERVICES, CRA PLAN UPDATE, OWNERSHIP OF DOCUMENTS AND IMAGES, TERMS AND FEES.


BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency hereby approves an agreement with Redevelopment Management Associates, LLC for administration, management, and consulting services for the Margate Community Redevelopment Agency, and providing for CRA Management, general services, real estate development and public private partnership support, marketing services, CRA Plan update, ownership of documents and images, and terms and fees.

SECTION 2: That the Chair is hereby authorized and directed to execute said Agreement on behalf of the Margate Community Redevelopment Agency, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 18TH day of AUGUST, 2015.


Chair Frank B. Talerico

RECORD OF VOTE

Peerman YES

Bryan YES

Ruzzano YES

Simone YES

Talerico AYE

MARGATE COMMUNITY REDEVELOPMENT AGENCY
MASTER CONSULTING AND MANAGEMENT AGREEMENT
WITH
REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC

MASTER CONSULTING AND MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of August 2015 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 5790 Margate Boulevard Margate, Florida 33063 ("CRA")

And

REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company whose address is 3109 East Atlantic Blvd, Pompano Beach, Florida 33062, ("CONSULTANT").

WHEREAS, in order to achieve its redevelopment objectives, the CRA sought to hire a firm who through internal assignments, would be qualified to function as its management team by providing specialized, urban redevelopment consulting and day-to-day management of CRA affairs, activities and operations with the support and resources of the firm, including preparing and participating in meetings and supporting activities of the CRA Board; being accessible to facilitate community input in CRA activities; providing a leadership role in planning and setting redevelopment strategies; producing and leveraging TIF dollars to attract TIF and non-TIF revenues and resources, and structuring the budgets so that redevelopment goals can be realized.

WHEREAS, in November of 2014 the Margate CRA Board of Directors hired Consultant to manage the day to day activities; and

WHEREAS, Consultant has placed an experienced RMA employee to act as the Margate CRA Executive Director as well as additional employees; and

WHEREAS, CONSULTANT is able and prepared to provide such services as the CRA does hereinafter require, under the terms and conditions set forth herein; and

WHEREAS, the CRA has decided that entering into this Master Consulting and Management Agreement ("Agreement") with CONSULTANT is in the best interest of the public; and

WHEREAS, the CRA and CONSULTANT desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, the CRA and CONSULTANT agree as follows:

CONSULTANT shall provide services under this Agreement on a Work Authorization basis. Each Work Authorization's scope of services and compensation will be determined on an as needed basis and approved by the CRA Board.

ARTICLE 1 REPRESENTATIONS

Representation of the CRA

The CRA makes the following representations to CONSULTANT, which the CRA acknowledges that CONSULTANT has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CRA and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or the CRA, or constitute a default of any agreement or contract to which the City or the CRA is a party.
2. The individuals executing the Agreement on behalf of the CRA are duly authorized to take such action, which action shall be, and is, binding upon the CRA.

Representations of Redevelopment Management Associates, LLC CONSULTANT

Redevelopment Management Associates, LLC CONSULTANT makes the following representations to the CRA, which the CRA relies upon in entering into this Agreement:

1. Redevelopment Management Associates, LLC is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement;
2. The execution, delivery, consummation, and performance under this Agreement will not violate or cause Redevelopment Management Associates, LLC to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which CONSULTANT is a party or constitute a default thereunder or cause acceleration of any obligation of CONSULTANT thereunder;
3. The individuals executing this Agreement and related documents on behalf of Redevelopment Management Associates, LLC are duly authorized to take such action, which action shall be, and is, binding on CONSULTANT;
4. CONSULTANT represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

ARTICLE 2 OWNERSHIP OF DOCUMENTS

All images, reports, surveys, studies, and other data created or provided by the Consultant to the Client, required by or in connection with either prior or subsequent to this Agreement, and any renewals or extensions, are and shall remain the exclusive property of the Client.

ARTICLE 3 TERM

Unless terminated earlier as provided herein, this Agreement shall commence on October 1, 2015 and shall continue and remain in full force and effect through the intended five (5) year term with the CRA's option to extend the contract term for a period of up to a minimum of two (2), three (3) year renewals.

ARTICLE 4 SCOPE OF SERVICES

The Scope of Services is as provided for in Exhibit A, *Redevelopment Management Associates Work Authorization No. 1* which is attached hereto and made a part of this Agreement, and by additional WORK AUTHORIZATIONS, which may be added as approved by the CRA from time to time.

A WORK AUTHORIZATION is a form to be used to authorize work, projects, and services. The WORK AUTHORIZATION shall include the scope of work to be performed; the proposed budget cost, and schedule for completion. The WORK AUTHORIZATION shall be approved by the CRA Board, and signed by the CRA's authorized representative and the CONSULTANT's authorized representative.

ARTICLE 5 COMPENSATION AND METHOD OF PAYMENT

1. Invoicing and Payment. CONSULTANT shall invoice the CRA on a monthly basis commencing with the first day of the month following the first full month of service(s) for Work satisfactorily completed. The invoice submitted by CONSULTANT shall describe the Work performed during the invoice period and be supported by such documentation as the CRA may reasonably require which includes documentation that tracks, distinguishes and/or otherwise substantiates which direct and indirect costs, including professional staffing, are to be credited or debited by and between the CITY and the CRA. All invoices must be original, signed by a Principal-in-Charge, and provided to the Contract Administrator:

City Manager or his/her designee
5790 Margate Boulevard
Margate, FL 33063

2. Reimbursables.
Operating Reimbursables. Expenses will be invoiced monthly as incurred and billed at cost. Typical reasonable "out of pocket" expenses include travel, lodging and meals when traveling on the CRA's behalf.
3. Marketing and Material Reimbursables.
Identifiable communication expenses; reproduction costs; marketing materials and collaterals produced on behalf of the CRA; and expenses incurred that the CRA has requested as part of the scope of services under a Work Authorization will be billed and a 5% administration fee will added.

ARTICLE 6 TERMINATION

The CRA shall have the right to terminate this Agreement, in whole or in part, for convenience or cause, default or negligence on CONSULTANT's part, upon thirty (30) days advance written notice to CONSULTANT. In the event of termination, the CRA shall compensate CONSULTANT for all authorized work satisfactorily performed through the termination date under the payment terms set forth in this Agreement and all Work product documents and materials shall be

delivered to the CRA within ten (10) calendar days from the Notice of Termination. If any Work or service hereunder is in progress but not completed as of the date of the termination, then upon the CRA's written approval, this Agreement may be extended until said Work or services are completed and accepted by the CRA.

If there is any material breach or default in CONSULTANT's performance of any covenant or obligation under this Agreement which has not been remedied within thirty (30) calendar days after CONSULTANT's receipt of the CRA's written Notice of Termination for cause, default or negligence on CONSULTANT's part, the CRA may, if such a breach or default is continuing, terminate this Agreement immediately. In such case, CONSULTANT shall not be entitled to receive further payment for services rendered from the effective date of the Notice of termination.

ARTICLE 7 HIRING OF CONSULTANT'S EMPLOYEES

The CRA and Consultant agree that the CRA and CITY OF MARGATE will not hire fulltime, part time, or retain as a consultant any employee of the Consultant for a period of not less than 180 days after termination of the Agreement by the CRA. This provision may only be waived by prior written authorization of the consultant.

ARTICLE 8 INDEMNIFICATION

Indemnification: Consultant agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney's fees, and costs to the extent caused by the violation of law, breach of contract, negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this agreement. CRA agrees to provide defense for Consultant and its employees acting in their daily capacity as a CRA staff member of the Agency from claims where there is no violation of law, breach of contract, negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this agreement.

ARTICLE 9 GOVERNING LAW AND VENUE

Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

**ARTICLE 10
WAIVER**

Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

**ARTICLE 11
ANNUAL INCREASES**

CONSULTANT'S rate of compensation for Work performed under this Agreement shall be adjusted annually after the second, third, fourth and fifth year, and after each year of the three year extension of work and submitted for approval to the Contract Administrator in the amount equal to the annual rate of the Consumer Price Index (Miami-Fort Lauderdale) as reported each June by the Bureau of Labor Statistics with a minimum of not less than two percent (2.0%) and a maximum of five percent (5.0%). Annual increases are limited to those services which are based on a staff management fee basis and continue on an annual basis.

**ARTICLE 12
ENTIRE AGREEMENT**

Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.

All prior agreements superseded: 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 herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modifications, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year as written below

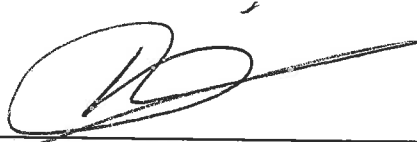
AGREED TO AND ACCEPTED BY:



Frank Talerico, Chair
City of Margate CRA

8-18-15

Date

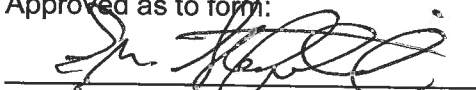


Kim Briesemeister, Principal
RMA, LLC

8-18-15

Date

Approved as to form:



Eugene M. Steinfeld, Board Attorney

8-12-15

Date

EXHIBIT "A"
REDEVELOPMENT MANAGEMENT ASSOCIATES
WORK AUTHORIZATION NO. 1

SCOPE OF SERVICES

SECTION A. PROFESSIONAL MANAGEMENT STAFFING SERVICES

RMA will provide staffing levels necessary to meet the commitments as described in this Exhibit or Work Authorization #1. Generally staff will consist of full time and part time management and marketing personnel including but not limited to Executive Director, Project Manager, CRA Coordinator, Project Engineer, Marketing Director and Marketing Coordinator with support services from Economic Development, Budget Analyst, Urban Designer, Planning, and oversight from the RMA Principals.

1.0 CRA Management (Ongoing services on an annual basis)

- 1.1. Provide day to day management services to the Agency;
- 1.2. Prepare and monitor the CRA's annual budget and 5 year finance plan
- 1.3. Coordinate negotiations of the City Center Project;
- 1.4. Administer CRA grant, incentive and loan programs as established by the Board;
- 1.5. Manage Property Management and Landscape Maintenance contracts;
- 1.6. Provide oversight and coordinate with city staff and consultants on CRA-funded capital projects;
- 1.7. Provide contact person for the general public;
- 1.8. Meet individually with the CRA Board on a regular basis;
- 1.9. Prepare staff reports, presentations and back up for CRA Board meetings;
- 1.10. Attend One (1) CRA Board meeting a month and special meetings as needed;
- 1.11. Attend City Senior Management Staff meetings as scheduled;
- 1.12. Serve as the CRA liaison with the Chamber of Commerce and coordinate business assistance programs.

2.0 Marketing Services

- 2.1. Aggressive identity and branding efforts will promote the "new Margate" and its investment opportunities;
- 2.2. Business Attraction and Retention efforts will draw new businesses and assist in expansion and relocation of existing uses.
- 2.3. PR and Events includes enhancing the Sounds at Sundown event, ongoing PR efforts and events and campaigns.
- 2.4. Way finding — assist with implementation of way finding signage program.

SECTION B. PROFESSIONAL CONSULTING SERVICES

3.0 CRA General Services (as needed)

Provide general consulting services of various disciplines on an as needed basis, which would include urban design and planning, economic development, financial and budgeting, capital projects management, grants management, and cultural arts planning and implementation. This would not include engineering, architecture, or landscape architecture services.

4.0 Real Estate Development and Public Private Partnership Support

4.1 Assist the Margate CRA in negotiations of Development Agreements; and

4.2 Provide the Margate CRA with market expertise to negotiate project specifications, architectural style, mix of uses, and advise on proposed development plans in terms of tenant attraction and community desires.

5.0 Community Redevelopment Plan Amendment (Update)

5.1 Consultant will review current (2009) plan and identify inconsistencies, if any, with current operations of the Agency to be included in the amendment.

5.2 Consultant will update the plan to ensure that it complies with the requirements of F.S. Chapter 163 Part III, in particular Ch. 163.360, 163.361 and 163.362.

5.3 Consultant will obtain input from staff, the public, and the CRA Board and update the Goals & Objectives (Part V) contained in the plan

5.4 Consultant will review the strategies for each subarea in the district and update the strategies for addressing conditions in each, and within the district as a whole.

5.5 Staff Meetings/Department Review Meetings: CONSULTANT will meet with City and CRA staff to review the amendments and prepare the team for submittal to the regulatory entities.

5.6 Plan Approval Process: The CRA Board will approve and vote to send the Plan to the Planning and Zoning Board (LPA) to determine its consistency with the City's Comprehensive Plan. The Plan will then be forwarded to the City Commission with the request that it be adopted. CONSULTANT will prepare and present the plan at two of the three meetings during this process.

6.0 COMPENSATION

Consultant will bill at a monthly or hourly rate based on the following services;

- 1.0 CRA Management (Ongoing services on an annual basis),
Monthly rate of \$40,208.33 for a maximum of \$482,500 annually.
- 2.0 Marketing Services
Monthly rate of \$7,500.00 for a maximum of \$90,000 annually.
- 3.0 CRA General Services (as needed)
Billable at hourly rates not to exceed \$25,000
- 4.0 Real Estate Development and Public Private Partnership Support
Billable at hourly rates not to exceed \$20,000
- 5.0 CRA Plan Update

Lump Sum Fee: \$75,000

Fee Schedule The fee schedule for hourly services is as follows:

Principals	\$195
Economic Dev. Director	\$185
Budget Analyst	\$175
Sr. Project Manager	\$145
Project Manager	\$125
Sr. Urban Designer	\$145
Urban Designer/Planner	\$125
Marketing Director	\$145
Marketing Manager	\$125
Marketing Coordinator	\$95
Real Estate Coordinator	\$85
Graphic Designer	\$55
Administrative	\$50