



LETTER OF AGREEMENT

November 5, 2014

City of Margate CRA ("Client")
Douglas Smith, Executive Director
City Hall, Third Floor
5790 Margate Boulevard
Margate, Florida 33063

AND

RMA, LLC ("Consultant")
Kim Briesemeister, Principal
3109 East Atlantic Blvd, Suite B
Pompano Beach, Florida 33062
Contact: (954) 829-3508

Dear Mr. Smith:

Redevelopment Management Associates LLC, ("Consultant") is pleased to submit this second year proposal for work related to administration, management and consulting services to the City of Margate Community Redevelopment Agency (Client). If accepted, all services shall be performed as per this proposal.

As you know, Redevelopment Management Associates LLC, is a specialized firm providing specific services related to redevelopment management, finance and facilitation of public private partnerships. Please review the proposed Scope of Services for content and compliance with your stated objectives; if there are revisions to the total content of the Scope we will be happy to discuss further and make any modifications as requested.

Background

Last year, RMA was hired by the City of Margate to manage the daily operations of the Agency and to analyze the submittal from a developer for the City Center project. RMA deployed a limited team based on the established budget. The RMA team identified multiple issues that needed to be addressed including those related to the CRA's finances, the Plan, the organization and the operations.

As the Agency moves into a more aggressive phase of redevelopment, RMA is proposing an emphasis on ensuring the appropriate staff resources are in place to immediately deploy the CRA's financial resources in the district.



The primary areas of focus in Year Two of this contract are as follows:

1. Provide daily oversight of the City of Margate CRA;
2. Issue and manage the RFQ for the City Center project and secure a development team;
3. Emphasize marketing and PR efforts to attract private investment to the district;
4. Manage Coconut Creek Parkway and Copans Road landscape improvements;
5. Provide oversight of property and landscape management services;
6. Create a 5-Year Strategic Finance Plan ; and
7. Provide Real Estate Development and Public Private Partnership support.



SCOPE OF SERVICES

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 RFQ, reviews and negotiations of the City Center Project;
- 1.4. Administer Commercial Property Improvement Grants
- 1.5. Manage Property Management and Landscape Maintenance contracts
- 1.6. Manage construction contracts for Copans Road and Coconut Creek Parkway
- 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. Coordinate with City Staff and Consultants on CRA Capital Projects
- 1.11. Attend One (1) CRA Board meeting a month
- 1.12. Attend Two (2) Citywide Forums a year
- 1.13. Serve as the CRA liaison with the Chamber of Commerce and coordinate business assistance programs.

Team Members: CRA Manager (FTE) Project Manager (PT) Project Coordinator (PT)

Task 1 Lump Sum Fee (billable monthly) \$245,000

2.0 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, capital projects management, grants management, and cultural arts planning and implementation. This would not include engineering, architecture, or landscape architecture services.

Task 2 Fee: Billable at hourly rates not to exceed \$25,000.00

3.0 Real Estate Development and Public Private Partnership Support

- 3.1 Provide financial analysis of City Center respondent proposals including company financials, proposed development pro forma statements and advise the CRA on level of risk, project financing and, if any, level of contribution to meet a gap in financing;
- 3.2 Assist the Margate CRA in negotiations of Development Agreements; and
- 3.3 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.

Task 3 Fee: Billable at hourly rates not to exceed \$20,000



4.0 Marketing Services (Implement the Marketing Plan per Exhibit A)

- 4.1 Aggressive identity and branding efforts will promote the "new Margate" and its investment opportunities
- 4.2 Business Attraction and Retention efforts will draw new businesses and assist in expansion and relocation of existing uses. A Banker Broker event will be held to involve those industries.
- 4.3 PR and Events includes enhancing the Sounds at Sundown event, ongoing PR efforts and events and campaigns.
- 4.4 Way finding – assist with implementation of way finding program.

Team Members – PT Sr. Marketing Manager and Marketing Coordinator

Task 4 Lump Sum Fee: (billable monthly) \$62,500

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

Principals	\$195
Economic Dev. Director	\$185
Sr. Project Manager	\$145
Project Manager III	\$125
Sr. Urban Designer	\$145
Urban Designer/Planner III	\$130
Urban Designer/Planner I	\$105
Marketing Director	\$145
Marketing Manager	\$125
Marketing Coordinator	\$ 95
Real Estate Coordinator	\$ 85
Graphic Designer	\$ 55
Administrative	\$ 50

5.0 Ownership of documents and images:

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 Letter of Agreement, and any renewals or extensions, are and shall remain the exclusive property of the Client.

6.0 Term of Agreement

The term of this agreement is for three (3) years and is effective upon execution by both parties. This agreement or specific tasks thereof may be reviewed annually. All rates, services and fees are based on the annual schedule effective as of the execution date of this agreement.



The Agreement may be terminated by either party with or without cause at any time with a 30 day written notice to the following:

To the City:

**Douglas Smith, Executive Director of Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, Florida 33063**

To the Consultant:

**Kim Briesemeister, Principal
Redevelopment Management Associates, LLC
3109 East Atlantic Blvd. Suite B
Pompano Beach, Florida 33062**

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.

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.

No Waiver: No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

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

RMA

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ASSOCIATES

are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

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.

We look forward to working with you on this project. Please call me if you have additional questions.

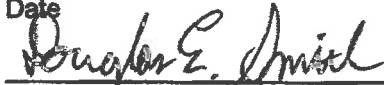
AGREED TO AND ACCEPTED BY:



Frank B. Talerico
City of Margate CRA

11-19-14

Date



Douglas E. Smith, Executive Director
City of Margate CRA

11-20-14

Date



Kim Briesemeister, Chair
RMA, LLC

11-26-14

Date

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