



AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018,
by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A
DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of
Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**");
and Lambert Advisory, LLC, a Florida limited liability company, whose address is 100
Biscayne Blvd., Suite 2510, Miami, FL 33132 (hereinafter referred to as "**CONSULTANT**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed
and of the faithful performance of all such covenants and conditions, the parties do
mutually agree to enter into an agreement to assess and provide recommendations from
both a market and financial perspective associated with proposals received by the MCRA
from business entities seeking to locate within the Margate CRA and requesting CRA
contributions to narrow funding gaps as outlined in Exhibit "A" attached hereto and part of
this AGREEMENT.

ARTICLE I

THE AGREEMENT DOCUMENTS

The AGREEMENT Documents consist of all of the following: Exhibit "A" and Certificate of
Insurance which are made a part of this AGREEMENT, or any additional documents which

are required to be submitted under the AGREEMENT, and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT.

ARTICLE 2

SCOPE OF THE WORK

CONSULTANT shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the AGREEMENT Documents for Consulting Services and as outlined in Exhibit "A".

ARTICLE 3

AGREEMENT TIME

TIME IS OF THE ESSENCE OF THIS AGREEMENT. The work to be performed under this AGREEMENT shall be commenced upon the date of AGREEMENT Commencement specified in the Notice to Proceed and subject to authorized adjustments. The AGREEMENT term shall be for a period of one (1) year - providing all terms and conditions remain the same; and providing for availability of funding.

ARTICLE 4

AGREEMENT SUM

MCRA shall pay to CONSULTANT an amount not to exceed \$10,000 for the services outlined in Exhibit "A". Payments shall be made upon MCRA'S determination that the invoiced portions of the work have been successfully completed up to and including the full AGREEMENT amount.

1. Rates shall remain firm and fixed for the initial AGREEMENT term. Rates for any extension term are subject to negotiation between parties and any changes may require MCRA Board approval. In the event the CONSULTANT wishes to adjust the rates for the extension term, CONSULTANT shall notify the MCRA in writing ninety (90) days prior to the AGREEMENT anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the MCRA that no adjustment is requested by the CONSULTANT and that the rates will remain the same for the extension term. If the MCRA wishes an adjustment it will notify the CONSULTANT under the same terms and

schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the MCRA's satisfaction the Executive Director or designee reserves the right to terminate the AGREEMENT at the end of the initial AGREEMENT term.

2. Payments shall be made up to the AGREEMENT amount for work completed. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the AGREEMENT Documents.

ARTICLE 5

PAYMENT

1. The CONSULTANT shall requisition payment for work completed. Payments shall be based upon the price quoted and as follows: Delivery of findings in the form of one or more memorandums.

2. Payment shall be made as above provided upon full completion of the job as determined by MCRA unless otherwise specified herein. MCRA shall make payment to CONSULTANT within 30 calendar days after its approval.

3. MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONSULTANT.
- c. Failure of the CONSULTANT to make payment to sub-consultants or suppliers for materials or labor.
- d. Damage to the MCRA or another CONTRACTOR or CONSULTANT not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the AGREEMENT time.
- f. Reasonable evidence that the work will not be completed within the AGREEMENT Time.

- g. Persistent failure to carry out the work in accordance with the AGREEMENT Documents.

When the above grounds are removed or resolved or the CONSULTANT provides a surety bond or consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the AGREEMENT shall have the meanings designated in those Conditions.
2. 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.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
4. CONSULTANT shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of AGREEMENT by CONSULTANT and the MCRA may, at its discretion, cancel the AGREEMENT and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
- 6. MCRA AND CONSULTANT 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 AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY**

PARTY.

7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

8. TERMINATION FOR CONVENIENCE OF MCRA: Upon thirty (30) days written notice to CONSULTANT, MCRA may, without cause and without prejudice to any other right or remedy, terminate the agreement for MCRA'S convenience whenever MCRA determines that such termination is in the best interests of MCRA. Where the agreement is terminated for the convenience of MCRA, the notice of termination to CONSULTANT must state that the AGREEMENT is being terminated for the convenience of MCRA under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONSULTANT shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-consultants and purchase orders to the extent that they relate to the terminated portion of the AGREEMENT, and refrain from placing further orders and sub-Agreements. CONSULTANT shall be paid for all work completed satisfactorily up to the effective termination date. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

9. Public Records.

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

Telephone number: (954)972-6454
E-mail address: cra@margatefl.com
Mailing address: 5790 Margate Blvd.
Margate, FL 33063

(b) The CONSULTANT shall comply with public records laws, as follows:

1. Keep and maintain public records required by the MCRA to perform the service.
2. Upon request from the MCRA's custodian of public records, provide the MCRA with a copy of the 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 this chapter 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 AGREEMENT term and following completion of the AGREEMENT if the CONSULTANT does not transfer the records to the MCRA.
4. Upon completion of the AGREEMENT, transfer, at no cost, to the MCRA all public records in possession of the CONSULTANT or keep and maintain public records required by the MCRA to perform the service. If the CONSULTANT transfers all public records to the MCRA upon completion of the AGREEMENT, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the AGREEMENT, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MCRA, upon request from the MCRA's custodian of public records, in a format that is compatible with the information technology systems of the MCRA.

IN WITNESSETH WHEREOF, the MCRA and CONSULTANT have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and CONSULTANT. All portions of the AGREEMENT Documents have been signed or identified by MCRA and CONSULTANT.

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

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Tommy Ruzzano, Chair

Samuel A. May, Executive Director

____ day of _____, 2018

____ day of _____, 2018

WITNESS:

APPROVED AS TO FORM:

Rita Rodi, CRA Coordinator

David Tolces, Board Attorney

____ day of _____, 2018

____ day of _____, 2018

FOR CONSULTANT

Lambert Advisory, LLC, a Florida limited liability company

President

____ day of _____, 2018

(CORPORATE SEAL)

Secretary

____ day of _____, 2018

AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) AND LAMBERT ADVISORY, L.C..