

**AGREEMENT FOR PROFESSIONAL SERVICES FOR RETAIL FEASIBILITY STUDY,
STRATEGIC PLANNING AND BUSINESS RECRUITMENT BETWEEN
THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY AND
RETAIL STRATEGIES ALABAMA, LLC,**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the Fort Lauderdale Community Redevelopment Agency, ("Agency" or "Buyer"), a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, whose address is 914 Northwest 6th Street, Suite 200, Fort Lauderdale, FL 33311, and Retail Strategies Alabama LLC, an Alabama limited liability company, authorized to do business in the State of Florida, ("Contractor" or "Consultant"), whose address is 120 18th Street South, Suite 201 Birmingham, AL 35233.

WHEREAS, the Agency and the Consultant wish to enter into an agreement for the development of a comprehensive market/retail feasibility study and the development and execution of a recruitment plan within the Northwest-Progresso-Flagler-Heights Community Redevelopment Area based on an agreement between the Consultant and the Lake Worth Community Redevelopment Agency, ("Lake Worth"); and

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Agency and the Consultant covenant and agree as follows:

1. The Consultant agrees to provide to the Agency the scope of services, attached hereto and incorporated herein, in substantial accordance with the contract entered into between Consultant and Lake Worth pursuant to RFP #02-2015 ("Lake Worth Contract")(Exhibit A).

2. Except with regard to the bidding process, the terms "Lake Worth Community Redevelopment Agency," "CRA" and "Lake Worth," as set forth in the Lake Worth Contract, where the context permits, mean the Agency.

3. In the event of any conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement between the Fort Lauderdale Community Redevelopment Agency and Retail Strategies Alabama, LLC.

B. Second, the Lake Worth Contract.

4. This Agreement shall begin on _____, 2015 and end on June 8, 2016 and may be renewed by the parties in the event and to the extent the Lake Worth Contract is renewed.

5. The first sentence of Section 5(a) Compensation of the Lake Worth Contract is hereby amended to read as follows:

The Agency agrees to compensate Consultant an amount equal to Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Contract Price") for the services provided pursuant to this Agreement....

The remainder of Section 5(a) remains the same.

6. Section 5(b), Invoices, of the Lake Worth Contract, is amended to read as follows:

The Consultant shall provide two (2) invoices to the CRA for payment. The invoices shall specify the services performed and the time spent on such services, and shall be in the form attached hereto as Exhibit "X". Agency shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Agency's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, Agency may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Agency's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by Agency.

7. Section 13, Law, Venue and Remedies of the Lake Worth Contract is amended to replace "Palm Beach County" with "Broward County."

8. Section 19, Notice, of the Lake Worth Contract is amended to provide that the Agency's address for notice is

Lee Feldman, Executive Director
Fort Lauderdale Community Redevelopment Agency
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to:
City Attorney's Office
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

9. The CRA's General Insurance, Right to Audit and Indemnity Requirements, which are attached hereto as Exhibit B, are incorporated herein.

IN WITNESS WHEREOF, the Agency and the Consultant execute this Contract as follows:

ATTEST:

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

Jeffrey A. Modarelli,
CRA Secretary

By: _____
John P. "Jack" Seiler, Chair

By: _____
Lee R. Feldman, Executive Director

Approved as to form:

CRA General Counsel

ATTEST

CONTRACTOR
RETAIL STRATEGIES ALABAMA, LLC

Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: Manager

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as Manager for Retail Strategies Alabama LLC, an Alabama limited liability company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A
SEE ATTACHED LAKE WORTH CONTRACT INCLUDING SCOPE OF SERVICES

EXHIBIT B

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, the Consultant shall furnish to the Agency proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The Agency is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the Agency as "additional insured" will be at the Consultant's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the Fort Lauderdale Community Redevelopment Agency must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the Consultant under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A certificate naming the Agency as an “additional insured” for General Liability in the description box on the certificate of insurance is required.

Certificate holder should be addressed as follows:

Fort Lauderdale Community Redevelopment Agency
100 N. Andrews Avenue,
Fort Lauderdale, FL 33301

Right to Audit: The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the Agency, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

Indemnity and Hold Harmless: The Consultant agrees to protect, defend, indemnify, and hold harmless the Agency and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Consultant under the terms this agreement. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder. The Consultant, without exception, shall indemnify and save harmless the Agency and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention or process used in the performance of the contract, including its use by the City. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception the payment provided for in this Agreement shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.