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DOCUMENT ROUTING FORM

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

Approved CRA Board Mtg. on November 3, 2015

CAR #15-1413

CRA ITEM 2

Routing Origin: ☒ CAO Attached: ☒ copy of CAM ☒ Original Documents

1) **City Attorney's Office: Approved as to Form: 3 Originals to City Manager**

DJ Williams-Persad

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to Mayor.

3) **Mayor:** Please sign as indicated and forward 3 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Forward two (2) executed agreements to: Sandra Doughlin

☒ Original Route form to Glynis Burney

**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 1st day of December, 2015, is 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, a corporation, ("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 ("NPF CRA") 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," or "CRA" as set forth in the Lake Worth Contract, where the context permits, mean the "Agency" and "Lake Worth" as set forth in the Lake Worth Contract, where the context permits, means the "NPF CRA."

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 November 3, 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 Thirty Four Thousand and 00/100 Dollars (\$34,000.00) (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. 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 attached hereto as Exhibit "X" 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:

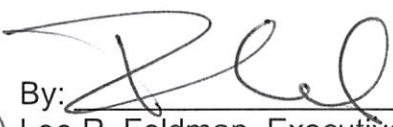
ATTEST:



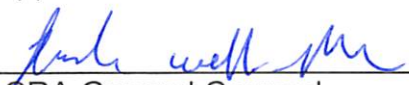
Jeffrey A. Modarelli,
CRA Secretary

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY


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



By: _____
Lee R. Feldman, Executive Director

Approved as to form:



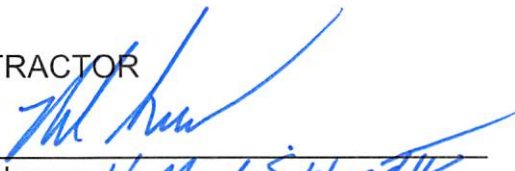
CRA General Counsel

ATTEST



Print Name: BRADLEY G. SIEGAL
Secretary - General Counsel

CONTRACTOR

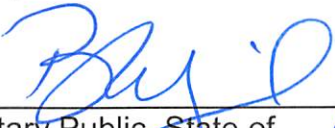

By: _____
Print Name: W. Mead Sillsbee III
President - Manager

(Corporate Seal)

STATE OF Alabama :
COUNTY OF Jefferson :

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by W. Mead Sillsbee, III as president for Manager
Retail Strategies Alabama LLC, a Florida corporation.

(SEAL)



Notary Public, State of Alabama
(Signature of Notary Public) Exp 3-2-18
BRADLEY G. SIEGAL
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X 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.

EXHIBIT X
Sample Invoice

**PROFESSIONAL SERVICES AGREEMENT FOR
RETAIL FEASIBILITY STUDY, STRATEGIC PLANNING AND
BUSINESS RECRUITMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Lake Worth Community Redevelopment Agency ("CRA"), a Florida public agency created pursuant to Chapter 163, Florida Statutes, ("CRA"), with a business address of 29 South J Street, Lake Worth, FL 33460, and Retail Strategies Alabama, LLC, an Alabama limited liability company, authorized to do business in the State of Florida ("Consultant"), with a business address of 120 18th Street South, Suite 201 Birmingham, AL 35233.

RECITALS

WHEREAS, the CRA is seeing a professional firm to develop a comprehensive market/retail feasibility study and the development and execution of a recruitment plan within the Community Redevelopment Area ("Scope of Services"); and,

WHEREAS, on February 20, 2015, the CRA issued Request for Proposal #02-2015 ("RFP"), a copy of which is attached hereto as **Exhibit "A"**, and incorporated herein by reference, seeking proposals from professional firms to assist the CRA with the development of the recruitment plan and to proactively recruit retailers on behalf of the CRA; and

WHEREAS, the Consultant submitted a proposal in response to the RFP, (the "Proposal"), a copy of which is attached hereto as **Exhibit "B"**, and incorporated herein by reference, in which the Consultant identified the Consultant's ability to provide the Scope of Services requested in the RFP; and

WHEREAS, the Consultant is willing to provide qualified personnel to provide the CRA with the Scope of Services as more fully described in **Exhibit "C"** which is attached hereto, and incorporated herein by reference; and,

WHEREAS, the CRA Board of Commissioners finds that this Agreement serves a municipal and public purpose, is consistent with the CRA's Community Redevelopment Plan, and with the requirements of Chapter 163, Florida Statutes; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the CRA and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide the Scope of Services, which is attached hereto as **Exhibit "C"**, and incorporated herein by reference, on behalf of the CRA.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the CRA for compensation of any kind under this Agreement. The relationship between the CRA and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for a period of one (1) year from the Effective Date (the "Term") unless earlier terminated as stated herein. The "Effective Date" shall be the date the CRA executes this Agreement. The parties may agree in writing to extend the Term of this Agreement upon the execution of a written amendment to the Agreement in order to provide additional services identified in the RFP and the Contractor's Proposal.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination. Termination in accordance with the preceding sentence shall be without penalty or expense to the CRA of any kind whatsoever; however, CRA shall pay Consultant for all services performed under this Agreement through the date of termination. CRA acknowledges that the compensation set forth in Section 5 below, once paid is non-refundable and fully earned.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the CRA is a political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the CRA of funds sufficient to pay the costs associated herewith in any fiscal year of the CRA. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CRA's governing board in any fiscal year to pay the costs associated with the CRA's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CRA to be, insufficient to pay the costs associated with the CRA's obligations hereunder in any fiscal period, then the CRA will notify Consultant of such occurrence and either the CRA or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice.

SECTION 5: COMPENSATION.

a. Payments. The CRA agrees to compensate the 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 for the term of one year. Any succeeding term, if exercised shall be at the fees then agreed upon between CRA and Consultant. The CRA shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the CRA under this Agreement. In the event the CRA and Consultant

agree to extend this Agreement beyond the initial term in order for the Consultant to provide additional services, then any agreement to pay additional compensation shall be contained in an amendment to this Agreement signed by both parties.

b. Invoices. The Consultant shall provide invoices to the CRA for payment. One invoice in the amount of Twenty Five Thousand and 00/100 (\$25,000.00) shall be presented upon execution of this Agreement by both parties. The second invoice in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) shall be presented following the presentation of the Strategic Recruitment Plan in October, 2015. The invoices shall specify the services performed and the time spent on such services. Invoices will normally be paid within thirty (30) days following the CRA's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the CRA, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the gross negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The CRA agrees to be responsible for its own gross negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CRA or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the CRA beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and the Florida Building Code.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services. Due to the nature of the services being provided by Consultant on behalf of the CRA, and the need for the CRA to have a good working relationship with Consultant, the CRA's Executive Director has the right to approve the Consultant's representatives that will provide services pursuant to this Agreement. Such approval shall not be unreasonably withheld.

SECTION 9: SUB-CONSULTANTS. The CRA reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the

Consultant shall indemnify and hold harmless the CRA for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The CRA is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the CRA's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the Lake Worth CRA and the City of Lake Worth as an "Additional Insured".

Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement. Thirty (30) days written notice must be provided to the CRA via certified mail in the event of cancellation of any insurance.

SECTION 12: SUCCESSORS AND ASSIGNS. The CRA and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the CRA under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the CRA immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CRA shall be sent to:

Joan Oliva, Executive Director
Lake Worth Community Redevelopment Agency
29 South "J" Street
Lake Worth, FL 33461
Telephone No.: (561) 493-2550
Facsimile No.: (561) 493-2549

with copy to:

Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd. #200
Fort Lauderdale, FL 33308
Attn: David N. Tolces, Esq.
Telephone No.: (954) 771-4500
Facsimile No.: (954) 771-4923

and if sent to the CONSULTANT, shall be sent to:

Retail Strategies Alabama, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Attention: Bradley G. Siegal, General Counsel
Telephone No.: (205) 871-0353
Facsimile No.: (205) 313-3677

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The CRA and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or

exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and CRA may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the CRA. The Effective Date is the date this Agreement is executed by the CRA.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, any exhibits attached hereto, and the CRA's Request for Proposal #02-2015 dated February 20, 2015, and the Consultant's Response to the Request for Proposal dated March 27, 2015. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists any conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, W. Mead Silsbee, III, hereby represents to the CRA that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS. Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.

- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

SECTION 32: OWNERSHIP OF DOCUMENTS. The supporting documents, or other work products which are listed as deliverables by the Consultant to the CRA shall become the property of the CRA upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use such drawings, mock-ups, renderings, calculations, supporting documents, or other documents. The CRA accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the Consultant. Both parties hereby agree that the intellectual property of both parties shall remain owned by each respective party. With the exception of the deliverables generated for the performance of this Agreement to or for the CRA, all intellectual property shall be owned by the party who originally possessed the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the CRA.

**LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY**, a Florida
public agency created pursuant to Chapter 163,
Florida Statutes

By: _____

Jean Oliva, Executive Director

ATTEST:

Print Name: _____

Title: _____

Chris Dabrowski

Project Manager

**RETAIL STRATEGIES ALABAMA, LLC, an
Alabama limited liability company**

ATTEST:

Matthew Petro
Print Name: Matthew Petro
Title: Account Executive

By: [Signature]
Print Name: W. Mead Silsbee, III
Title: Manager

(CORPORATE SEAL)

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 8th day of June, 2015
by W. Mead Silsbee, III, as Manager, of Retail Strategies Alabama,
LLC, an Alabama limited liability company, and who is personally known to me or who has
produced the following driver's license as identification.

Notary Stamp or Seal

Notary Signature

LIST OF EXHIBITS

EXHIBIT "A" REQUEST FOR PROPOSALS #02-2015

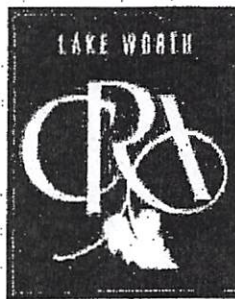
EXHIBIT "B" RESPONSE TO REQUEST FOR PROPOSALS

EXHIBIT "C" SCOPE OF SERVICES

REQUEST FOR PROPOSALS

RETAIL FEASIBILITY, STRATEGIC PLANNING & BUSINESS RECRUITMENT

RFP #02-2015



RELEASE DATE: FEBRUARY 20, 2015
SUBMISSION DEADLINE: MARCH 27, 2015

THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH "J" STREET
LAKE WORTH, FL 33460
WWW.LAKEWORTHCRA.ORG

REQUEST FOR PROPOSAL

The Community Redevelopment Agency (CRA) in Lake Worth is seeking a professional firm to develop a comprehensive market/ retail feasibility study and the development and execution of a recruitment plan within the CRA District. Lake Worth is a City of approximately 37,000 people and is 7 square miles in area. The Lake Worth CRA includes all of the parcels along Dixie Highway, the two Gateways (6th Ave. South and 10th Ave. North) and some of the surrounding neighborhoods. The goal is not only for the consultant to develop the plan but also to proactively recruit retailers on behalf of the Lake Worth CRA.

Proposers should submit one original, seven (7) copies and one digital copy, sealed and marked, "Retail Feasibility, Strategic Planning and Business Recruitment Proposal." These packets are to be delivered to the CRA at 29 South "J" Street, Lake Worth by March 27, 2015.

Time is of the essence and any proposal received after 12p.m. (NOON), March 27, 2015 whether by mail or otherwise will not be considered. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered to CRA personnel by the deadline indicated. The CRA reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the CRA at 561.493.2550 or from the CRA's website at www.lakeworthcra.org.

All proposals must be delivered or mailed to:

Lake Worth Community Redevelopment Agency
29 South "J" Street
Lake Worth, FL 33460

ENVELOPE MUST BE IDENTIFIED AS RFP #02-2015



RETAIL STRATEGIES RFP RESPONSE:

LAKE WORTH CRA

RETAIL FEASIBILITY, STRATEGIC PLANNING AND BUSINESS RECRUITMENT

MARCH 27, 2015

PREPARED BY:
MATTHEW PETRO
BUSINESS DEVELOPMENT AND CLIENT MANAGEMENT
RETAIL STRATEGIES, LLC
BIRMINGHAM, AL

**STRICTLY PRIVATE
AND CONFIDENTIAL**



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LETTER OF TRANSMITTAL



Lake Worth (FL) CRA

RFP #02-2015



Dear Selection Committee,

On behalf of Retail Strategies, LLC I am pleased to acknowledge our understanding of the statements and conditions within this RFP, and to present our response to the Lake Worth CRA for Retail Feasibility, Strategic Planning, and Business Recruitment. The scope of this RFP is right in line with the work Retail Strategies has provided to nearly 100 communities in 18 states. With roots in commercial real estate, and leveraging a national network of retail contacts and relationships, Retail Strategies is uniquely qualified to fulfill this RFP for the Lake Worth CRA.

In the subsequent pages of this document, we will outline our approach to this project. If awarded this project, we will assemble a team of highly experienced research and recruitment professionals whose sole commitment is to bring new and vibrant retail and restaurant concepts into the market. Cities such as Lake Worth are ripe for this kind of growth because there is a significant amount of pent up demand for retail, the barriers of entry (costs, competition) are less onerous than larger markets and retailers have realized their stores perform well in such environments.

All of our engagements begin with research, the quantitative assessment of the Lake Worth trade areas (using multiple geographic parameters) in order to understand the customer dynamics at the neighborhood, city and regional levels. We leverage best in class data from a myriad sources including demographic, psychographic, retail gap analysis and, consumer expenditure data in order to identify suitable prospects for specific locations in Lake Worth. In addition, we will deploy experienced retail real estate professionals to Lake Worth for the purpose of conducting an exhaustive assessment of the real estate environment in the market. Our experienced professionals will develop a Strategic Retail Recruitment Plan for entire Lake Worth. This plan will also encompass the particular focus areas outlined by the CRA which include but are not limited to Dixie Highway, the Gateways, Federal Highway and Lake and Lucerne Avenue Corridors. Our team of recruitment professionals, all of whom are licensed real estate professionals, will use this information to drive discussions with the retail prospects who belong in Lake Worth. Retail recruitment success requires a relentless pursuit over a period of time and this is our commitment to the Lake Worth CRA.

Thank you for the opportunity to participate in this process.

Regards,

CHUCK BRANCH

CEO - Decision Data Resources

Partner - Retail Strategies LLC

120 18th Street South, Suite 201

Birmingham, AL 35233

205.871.0353 Direct

205.313.3677 Fax

cbranch@decisiondata.net

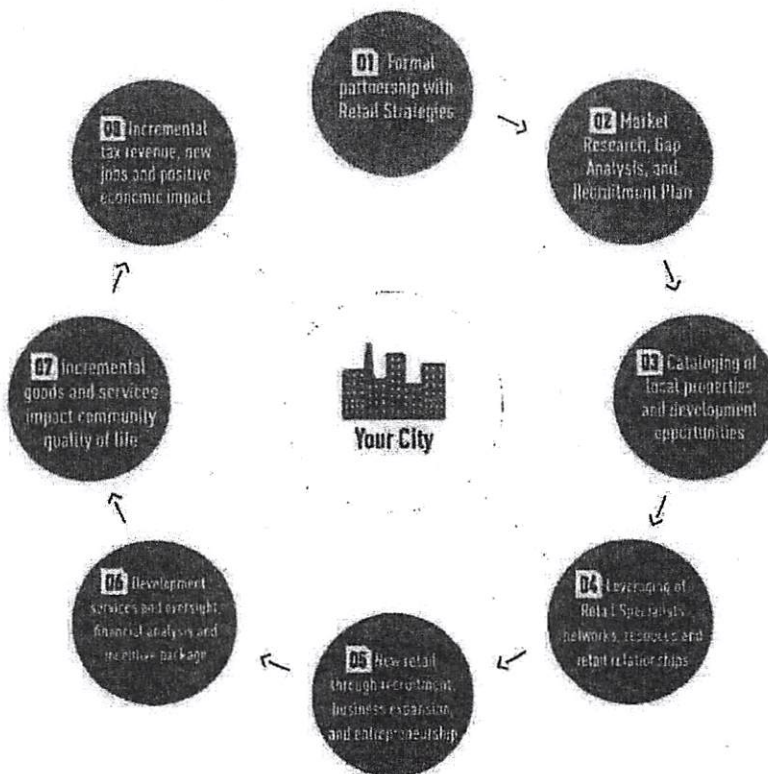


EXECUTIVE SUMMARY

Our model is both strategic and comprehensive. Whereas most firms stop after the research and analysis phase, we go well beyond, adding more expertise and value. The current economic environment has taken its toll on cities throughout the country, many of whom rely on volatile retail sales taxes as a primary source of revenue. Basic community services and quality of life depend heavily on a city's ability to broaden the sources of public revenue. This often requires the city to recruit additional retailers, identify local entrepreneurial opportunities, or assist existing businesses in better understanding their potential through detailed market analysis.

To accomplish this, cities today need a plan to address their retail recruitment initiatives. In many instances, city economic development efforts turn to retail consultants to address these issues, only to be left with research reports, a list of retailers, and limited guidance on the actual process of recruiting prospects to their community.

Retail Strategies was formed to help cities take a comprehensive approach to retail recruitment. We go beyond research, recognizing the need for our clients to have a partner involved in the execution of a specific Retail Recruitment Strategy.



COMPANY BACKGROUND & EXPERIENCE



Founded in 2011 with headquarters in Birmingham, Alabama, Retail Strategies, LLC grew out of the need for cities to become more active in the recruitment of retail to their markets. Most cities do not possess the internal resources, relationships, credibility and experience necessary in order to successfully grow their retail base and Retail Strategies becomes an extension of the city team, laser-focused on bringing new retail and restaurant concepts into markets. The firm is currently serving over 100 engaged communities in 18 states. Our business model is highly scalable and the firm is well capitalized which enables us to add staff and resources as the business grows.

Retail Strategies, LLC employs 28 staff members across several disciplines: business development, research, account management, finance, and legal, and administrative support personnel. Our three partners (Robert Jolly, Mead Silsbee and Chuck Branch) have decades of experience in research and all retail estate aspects including project leasing and brokerage, development, property management, and incentives consulting.

In addition to our home office in Birmingham, AL we operate two regional offices in New Orleans and Fort Worth. We also will open a new office in Q2 2015 in New York City.

The principal project manager will be Lauren Turriglio. Lauren will be supported by the firm's partners, research associates, our Executive Vice President in Charge of Client Management and Retail Recruitment, and a team of retail recruitment specialists throughout the life of the Lake Worth CRA engagement.

Detailed team member biographies are to follow:

OUR TEAM: BIO, LICENCES & CERTIFICATIONS



MATTHEW PETRO

BUSINESS DEVELOPMENT & CLIENT MANAGEMENT

Matthew is a member of Retail Strategies team assisting in the research and retail recruitment efforts for multiple municipal clients throughout the Southeast. He specializes in the execution of the strategic retail recruitment plan, focusing on the identification of companies to fill the product and service gaps within each city's trade area.

Matthew graduated from the University of Alabama with a bachelor's degree in Marketing and a specialization in Sales.

- Licensed Real Estate Agent in the State of Alabama
- Bachelor's Degree in Marketing from the University of Alabama
- Member of the International Council of Shopping Centers



ROBERT JOLLY

PRINCIPAL

Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets throughout the Southeast.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010.

Robert graduated from the University of Alabama majoring in marketing and English. He is a member of ICSC, a life member of the Birmingham Association of Realtors "Million Dollar Sales Club" and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.

- Licensed Real Estate Agent: Alabama, Mississippi, Georgia, Florida, Tennessee, South Carolina, Louisiana, and Oklahoma
- Certified Commercial Investment Member (CCIM)
- Bachelor's Degree in Marketing and English from the University of Alabama
- Member of the International Council of Shopping Centers



CHUCK BRANCH
PRINCIPAL

Chuck Branch is the Chief Executive Officer of Decision Data Resources, LLC and co-founded Retail Strategies in 2011. Chuck has spent the past ten years managing the development and implementation of large data and web-based GIS projects. His background includes consulting, project management and product implementation.

Chuck is a graduate of the University of Alabama with a bachelor's degree in accounting and marketing. He is a member of the International Council of Shopping Centers, a Board and Executive Committee member of the Mountain Brook Sports Corporation, a past board member of the University of Alabama Alumni Association and a past board member of the Mountain Brook Chamber of Commerce.

- Bachelor's Degree in Accounting and Marketing from the University of Alabama
- Member of the International Council of Shopping Centers



MEAD SILSBEE, III
PRINCIPAL

Mead Silsbee co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. He previously held positions at Hamlet Homes and Intermountain Mortgage Company in Park City, Utah.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).

- Licensed Real Estate Agent in the State of Alabama
- Certified Commercial Investment Member (CCIM)
- Bachelor's Degree in History and Economics from Randolph Macon College
- Member of the International Council of Shopping Centers



WADE ROBINETT
EXECUTIVE VICE PRESIDENT

Wade will lead Retail Strategies execution of our clients' strategic plan and recruitment strategy as he oversees the team of Client Managers and Retail Recruiters engaged in each client city.

Prior to joining Retail Strategies, Wade spent twelve years at Colonial Properties Trust, a publicly traded REIT, where he specialized in new development project leasing. He was involved in all aspects related to new developments including site plan design, tenant strategy and leasing execution. Wade's project leasing experience has resulted in developing working relationships with a network of national brokers, developers and retailers. His experience also included ground up development and mixed used projects that incorporated retail, office and residential.

In addition, Wade managed the leasing team for 20 open air centers totaling over five million square feet in Texas, Tennessee, Florida, North Carolina, Alabama, and Georgia. He handled all communication with the asset managers and was responsible for overseeing all deal making. Wade's first ten years in the commercial real estate industry began at Colliers Keenan in South Carolina where he leased distressed shopping centers throughout the Southeast.

- Licensed Real Estate Agent in the State of Alabama
- Bachelor's Degree in English from William and Mary
- Member of the International Council of Shopping Centers



LAUREN TURRIGLIO
CLIENT MANAGER

Lauren joined Retail Strategies in 2014 with more than a decade of experience in marketing, events, and non-profit business management. She is a client manager for multiple municipalities throughout the country facilitating the recruitment of retail for her clients.

A native of Marietta, Georgia, Lauren now lives in Birmingham. She moved to Alabama in 2004 to begin her career after graduating from the University of Georgia with a bachelor's degree in Consumer Journalism with a concentration in Advertising.

- Bachelor's Degree in Consumer Journalism with a Concentration in Advertising from Georgia
- Member of the International Council of Shopping Centers



JOE STRAUSS
RETAIL RECRUITMENT COORDINATOR

Joe joined Retail Strategies in 2014 with a background in real estate. He specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

Prior to joining Retail Strategies, Joe has been doing real estate since 2007 in Tuscaloosa, AL. Joe graduated from the University of Alabama with a bachelor's degree in Finance and a concentration in real estate. He was born and raised in Columbia, SC and in his spare time Joe enjoys going to the lake, playing golf, and making it back to Tuscaloosa to watch Alabama football.

- Licensed Real Estate Agent in the State of Alabama
- Bachelor's Degree in Finance and Real Estate from the University of Alabama
- Member of the International Council of Shopping Centers



CLAY CRAFT
RETAIL RECRUITMENT COORDINATOR

Clay specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

Clay graduated from Auburn University in 2010 with a Masters of Landscape Architecture. Clay and his wife Rachel moved to Birmingham in 2012. In his free time Clay enjoys scuba diving, mountain biking and being on the lake.

- Licensed Real Estate Agent in the State of Alabama
- Master's in Landscape Architecture from the Auburn University
- Member of the International Council of Shopping Centers



JORDAN WILLIAMS
RETAIL RECRUITMENT COORDINATOR

Jordan specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

Jordan graduated from the University of Alabama at Birmingham with a bachelor's degree in Economics and a concentration in analysis and policy. In his spare time Jordan enjoys Auburn football, golf, basketball, and visits to the farm with his fiancé.

- Licensed Real Estate Agent in the State of Alabama
- Bachelor's Degree in Economics from the University of Alabama at Birmingham
- Member of the International Council of Shopping Centers



AMANDA BESHEARS
DIRECTOR OF MARKETING

Amanda Beshears is the Director of Marketing for Retail Strategies where she specializes in GIS mapping, market research, market development plans, site submittal marketing packages, project coordination, event management, and team operations.

Prior to joining the Retail Strategies team, she gained her experience in Retail Real Estate with The Shopping Center Group where she specialized in Marketing, GIS, and Divisional Office Management. Amanda has 7 years of experience in site selection for over 50 of the largest retailers and restaurants in the United States. She has created site submittal marketing packages for corporate retail real estate committees while being involved in assisting hundreds of retailer site selection decisions.

A native of Destin, Florida, Amanda and her husband Josh now reside in Birmingham. She moved to Birmingham to begin her career after obtaining a Bachelor of Arts degree in Psychology from Auburn University in 2006.

- Bachelor of Arts in Psychology from Auburn University
- Member of the International Council of Shopping Centers



LAURA MARINOS
RESEARCH COORDINATOR

As the Research Coordinator at Retail Strategies, Laura is responsible for all research and market analysis. Laura's primary responsibilities are creating marketing materials, maps, aerials and demographic reports. Laura also assists in database management, client communication, advanced research and the organization of all digital media.

Laura graduated from the University of Alabama at Birmingham in 2011 and earned a Bachelor of Science in Marketing. Laura is originally from Tuscaloosa, Alabama but moved to Birmingham in 2007.

- Bachelor of Science and Marketing from the University of Alabama at Birmingham
- Member of the International Council of Shopping Centers



FORD FITTS
RESEARCH ANALYST

Ford is a member of the Retail Strategies team assisting in the research and retail recruitment efforts for municipal clients.

He works with business developers and client managers on creating trade areas and research reports for their clients. He brings research experience from working for a strategic advocacy firm in Washington D.C. that served political campaigns, non-profit organizations and corporate clients.

Ford graduated from the University of Alabama with a bachelor's degree in History.

- Bachelor's Degree in History from the University of Alabama
- Member of the International Council of Shopping Centers



JACKIE BELL
RESEARCH AND MARKETING ASSISTANT

Jackie Bell is the Research and Marketing Assistant for Retail Strategies. Jackie's primary responsibilities are creating strategic plans, GIS mapping projects, and implementing social media concepts.

Jackie earned a degree in Public Relations and Computer Science from the University of Alabama.

- Bachelor's Degree in Public Relations and Computer Science from the University of Alabama
- Member of the International Council of Shopping Centers



BRAD SIEGAL
GENERAL COUNSEL

Brad Siegal serves as General Counsel for Retail Strategies. Brad provides legal assistance and oversight as the firm provides research, strategic planning, and retail recruitment services to municipal clients.

Through his work with developers and municipalities, Brad has assisted and been involved with many city-assisted developments including public infrastructure assistance, municipal lease financing, and development agreement revenue sharing arrangements.

Brad has been a practicing attorney for more than 23 years. He has represented major real estate clients, including investment funds and REIT's in their acquisitions, dispositions, and other commercial activities throughout the United States. He is an AV-Peer reviewed lawyer, a member of several "Best Of" listings, and involved in many real estate specific organizations such as the Attorneys and Executives in Commercial Real Estate (AECRE).

Brad completed his undergraduate degree at The University of Alabama and received his law degree from Vanderbilt University Law School. He currently serves as the Immediate-Past President of the Levite Jewish Community Center and has served on numerous boards for other non-profit organizations throughout the city.

- Undergraduate from the University of Alabama and Law Degree from Vanderbilt University
- Member of the International Council of Shopping Centers



REFERENCES & EXPERIENCE

1. Lake City, FL

- a. Project Name: Lake City, FL Partnership
- b. Project Location: Lake City, FL
- c. Project Start Date: March 2014
- d. Project Completion Date: Ongoing
- e. Project Total Cost: Confidential
- f. Project Overview Summary:

Our partnership with the City of Lake City, FL has yielded major public retail results in the first calendar year of our engagement. Harbor Freight Tools, Sear's Hometown Store, Dairy Queen, Panda Express, and Mattress Firm, have either opened or will locate in Lake City in 2015. In addition to those successes, our team is working with multiple property owners, retailers, and developers to further bolster the retail sector by recruiting retailers and restaurants to fill product and service GAPS within Lake City. One of the opportunities we are assisting with is at the heart of Lake City's Retail Corridor. This project will feature two new to market retailers and multiple other desired concepts. Since our engagement began with Lake City in March of 2014 our team has recruited 10+ retailers that have either publicly announced or signed Letters of Intent for sites in Lake City.

- g. Project Reference

- i. Dennille Decker
Executive Director
Lake City-Columbia County Chamber of Commerce
- ii. 386-752-3690
- iii. dennille@lakecitychamber.com

2. Edmond, OK

- a. Project Name: Edmond Economic Development Authority (EEDA) Partnership
- b. Project Location: Edmond, OK
- c. Project Start Date: May 2013
- d. Project Completion Date: Ongoing
- e. Project Total Cost: Confidential
- f. Project Overview Summary: Edmond, OK is the premiere suburb in the Oklahoma City Metro Area. In our first year of our engagement with the EEDA our team assisted in the recruitment of Aldi, Del Taco, Qdoba, and Firehouse Subs. Thus far in our second year with the EEDA, our firm recruited Black Walnut Café which will open its first store outside of the State of Texas in Edmond, OK. In addition,



Whataburger, Peperoni Grill, and Natural Grocers have located in the market or will locate in 2015. Our firm has also been assisting Council and leadership within the City of Edmond on an incentives request for a \$75 million development which projects to add destination retailers, an entertainment concept, and other quality of life enhancing retail and restaurant concepts to the Edmond Market.

- g. Project Reference
 - i. Janet Yowell or Toni Weinmeister
 - ii. (405) 340-0116
 - iii. jy@eeda.com / tw@eeda.com

3. Foley, AL

- a. Project Name: Foley, AL Partnership
- b. Project Location: Foley, AL
- c. Project Start Date: October 2011
- d. Project Completion Date: Ongoing
- e. Project Total Cost: Confidential
- f. Project Overview Summary: Retail Strategies has assisted the City of Foley with custom research on specific retail categories to attract new retailers to the market. Retail Strategies has assisted in the recruitment of PetSense, Hobby Lobby, Big Lots, Academy Sports and Foosackly's to the market.
- g. Project Reference
 - i. Jeff Rouzie
 - ii. (251) 971-1467
 - iii. jrouzie@cityoffoley.org

METHODOLOGY AND APPROACH



PROJECT APPROACH

The project will be overseen by the Principals of Retail Strategies, the Executive Vice President, Wade Robinette and the Client Manager for the State of Florida, Lauren Turriglio, with support from our research team and retail recruitment staff. This combination of the Retail Strategies' team, utilizing each team member's individual skill set, will create the synergy needed to develop a successful retail recruitment initiative in Lake Worth, FL.

The Lake Worth CRA will be asked to provide the following:

- A project lead to whom Retail Strategies will provide information and updates on our progress. This person should also be the client representative responsible for requesting on-demand research as well as disseminate information to local stakeholders as appropriate.
- A point person to access BaseCamp where all research, analysis, marketing materials, the strategic plan and progress reports are made available to the client.
- Images and information to be used in the materials developed by Retail Strategies to market Lake Worth opportunities for new retail.
- Assist Retail Strategies with contact information of property owners whose property is identified as a "Key Site" for retail/shopping center development or redevelopment
- Provide traffic counts for intersections and streets if available from the local planning or transportation department.
- Completed Questionnaires regarding the past and current retail landscape and communities expectations.

Project Timeline

- Contract Signed/Service Start Date: Day 1
- BaseCamp Account Invitation Sent for Primary Contact: Day 1
- Client Manager contacts client, welcomes them to Retail Strategies, provides Getting Started Documents and Basecamp access: Day 1
- Getting Started Research: Day 10
- Aerials of Client Community: Day 15
- Getting Started Documents Uploaded to BaseCamp (Completed by Client): Day 30
- Custom Research and GAP Summary: Day 30
- In Market Analysis: Day: 30-75
- Prospect List Complete for Strategic Plan: Day 60
- Recruitment Objectives, BOG Results/Aerials & Focus Properties Submitted by Day 75
- Marketing Guide: Day 75
- Strategic Plan Due for Final Review: Day 80
- Strategic Plan Presentation Scheduled with Client: Day 90



RESEARCH: QUANTITATIVE AND IN-MARKET ANALYSIS

Our research solutions are not a "one size fits all" or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

a. Conduct and Deliver Market Research to Include:

- Timeline: Begins Day 1 and initial research is completed within the first ten days of our engagement. Further research and analysis will be complete prior to the Strategic Plan delivery. Research updates, site specific research and on-demand research continue throughout the engagement.
- Identify Lake Worth, FL Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Competition analysis between Lake Worth, FL trade area(s) and surrounding competitive communities
- Cannibalization Analysis (Distance Tolerance) for all recommended retail prospects between nearest existing locations and Lake Worth, FL
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Lake Worth, FL



b. In-Market Assessment of Real Estate Assets:

- Timeline: Market visit is scheduled on Day 1 of the project and completed no later than 75 days in to the engagement.
- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities (this includes Dixie Highway, the Gateways, Federal Highway, and Lake and Lucerne Avenue Corridors)
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

c. Community and Stakeholders' Input:

- Timeline: Retail Strategies Questionnaire is delivered on Day 1 of the project and should be completed by our primary contact and other stakeholders within the first 30 days of our engagement.

Our company values the input of Community Leaders and Stakeholders. The Questionnaire identifies and asks for input on subjects ranging from "What Retail Is Being Desired In Lake Worth, FL" to "What Projects are on the Drawing Board in Lake Worth, FL." In addition to the Questionnaire our firm will continue to reach out and receive input from Community Leaders and Stakeholders throughout the life of our partnership.

d. Project Management through BaseCamp:

- Timeline: Basecamp account is established on Day 1 of the project and primary contacts receive instructions on setting login credentials and BASIC Training in order to upload information requested by Retail Strategies. Research Reports will be made available through Basecamp as initial research is completed.

Retail Strategies uses BaseCamp as our document and project management solution to provide access to all project deliverables and real time updates to the appropriate community contacts.

Basecamp is a two way project management solution allowing our clients the ability to upload information to the Retail Strategies team, set alerts, create to do lists, and much more. Retail Strategies also provides all pro-active recruiting updates to our clients through their Basecamp account.

The Client Manager for the Lake Worth, FL engagement will also upload any on demand research requests and updates of conversations with local property owners, commercial realtors and developers. All users designated by Lake Worth, FL will receive Basecamp training from Retail Strategies staff through a web meeting.



Development of Strategic Retail Recruitment Plan:

a. Develop Marketing Materials

- Timeline: On or before Day 75 of our partnership Retail Strategies will develop marketing materials on the client's behalf.

The materials are created to market the community to retailers, developers, etc. These marketing materials become one of the "tools" used to position Lake Worth, FL as destination for new retail development.

b. Provide Identification and Recommendation of Retail Prospects

- Timeline: On or before Day 75 Retail Strategies will develop a Retail Prospect List which will include retail prospects targeted for recruitment to Lake Worth, FL.

This list of retailers is based on the initial research and analysis – both quantitative and in-market – done on behalf of Lake Worth, FL. The Retail Prospect List is a dynamic document which is continuously updated based on real time conversations with both retailers and developers. As we represent Lake Worth, FL nationally, present opportunities in Lake Worth, FL to retailers and developers, and learn of newly announced retail expansion plans and concepts, the prospect list will be updated accordingly.

c. Recommendations for Site Locations for Retail/Restaurant Companies

- Timeline: On or before day 80 of our partnership Retail Strategies, LLC will identify and prioritize commercial properties that may be suitable sites to present to prospective new retailers.

This process will include maps, marked aerials, and all pertinent contact and site specific information relative to each site.

d. Provide a Recruitment Strategy for New Retail and Restaurant Companies

- Timeline: On or before day 80 of our partnership, Retail Strategies will develop a Strategic Retail Recruitment Plan.

The Strategic Retail Recruitment Plan which will be a summary of the primary retail gaps inclusive of the key retail and restaurant concepts to be pursued with an overview of each retailer relative to size, economics, etc. The Strategic Plan will identify both short-term and long-term recruitment objectives and goals.

Delivery of Strategic Retail Recruitment Plan

- Timeline: By Day 90 of our Partnership the Client Manager for the partnership will schedule a convenient time to present the Strategic Retail Recruitment Plan to the client.



The Retail Recruitment Strategic Plan will be presented to the Stakeholders and Primary Contact(s) within Lake Worth, FL. Once the Retail Recruitment Strategic Plan has been presented and approved by the Lake Worth CRA it will be uploaded to client's BaseCamp account.

Execution of Customized Strategic Retail Recruitment Plan:

- Timeline: After the presentation of the Strategic Retail Recruitment Plan and approval by the Lake Worth CRA, Retail Strategies begins executing against Retail, Development, and Redevelopment opportunities within Lake Worth, FL. Pro-Active recruitment continues for the length of the engagement.

Retail Strategies will implement the Strategic Retail Recruitment Plan, after presentation and approval by the Lake Worth CRA, by establishing relationships and facilitating conversations with key leaders/stakeholders in Lake Worth, FL including property owners, developers, investors and real estate professionals along with prospective retail/restaurant companies in order to execute the Strategic Retail Recruitment Plan. In addition to facilitating relationships between key entities Retail Strategies will represent Lake Worth, FL on a National scale at Retail/Real Estate Conferences, including the International Council of Shopping Centers (ICSC) Global Real Estate Convention and regional Deal Making events, leveraging marketing materials, identifying sites for targeted retailers, and setting meetings with targeted retailers/developers to discuss opportunities within Lake Worth, FL.

Retail Strategies will also update the Strategic Retail Recruitment Prospect List as we identify new and expanding/emerging retail/restaurant companies. The Lake Worth CRA will be updated on our progress through their BaseCamp account and communication between Retail Strategies and the designated contact at the Lake Worth CRA.

Portfolio Review

A prime example of the creativity that drives Retail Strategies is our Portfolio Review program. Due to the number of engaged cities we work with, we have identified retailers and developers looking to aggressive expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. Retail Strategies meets with these retailers and developers in a variety of settings – corporately, regionally, at ICSC functions or in their offices – to position opportunities across our engaged city portfolio down to the specific sites meeting their criteria. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time and their preferred way to discuss opportunities and negotiate deals.



Call List and Recruitment Update

- Timeline: Updated Monthly, this document is an ongoing tracking form to keep the identified contacts updated relative to recruitment efforts and specific interaction with prospective retailers and developers interested in the Lake Worth, FL retail trade area. Updates are posted to Basecamp and the appropriate contacts receive an email notification that an update has been added for their review.

Representation at Retail Industry Events

- Timeline: Will begin May 17th at ICSC RECON in Las Vegas, NV and continue at each regional and National retail real estate conference throughout the life of our partnership with Lake Worth, FL

Upon completion of the research assessment, our team then focuses on the primary benefit of our approach, implementation. Without a robust retail recruitment strategic plan, and the associated outreach to retailers and developers, even the best research is wasted. City Staff and Elected Officials have many demands on their time and talents creating obstacles to truly dedicating themselves to retail recruitment, while Retail Strategies will become an extension to your staff providing the focus, expertise, and relationships necessary to develop and execute a successful recruitment process.

Once the retail recruitment strategic plan has been adopted, Retail Strategies puts its years of retail real estate experience – and a national network of retail, restaurant and developer contacts – to work on your behalf. Retail recruitment is a commercial real estate activity and, as such, requires all of the aforementioned elements in order to yield results. Retail Strategies will embark upon a sustained, aggressive recruitment campaign on behalf of Lake Worth, FL. We become an extension of the staff that you don't have and are laser-focused on growing your retail base.

In 2013 Retail Strategies attended twenty-two (22) retail industry conferences and trade shows (including the International Council of Shopping Centers, Retail Live, Retailer One on One) each of which is an opportunity for us to position our client communities and the opportunities within each market respectively for retail growth. In 2014 Retail Strategies increased that number to more than thirty (30) to further represent and position our clients to expanding retailers and developers executing against each market's Strategic Recruitment Plan. In 2015 our team will attend more than thirty (30) conferences to further represent and position our clients to expanding retailers and developers executing against each market's Strategic retail Recruitment Plan.



Below is an image of our booth for ICSC RECON 2015 in Las Vegas, NV.



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OPTIONAL SERVICES



Incentives Consulting

Retail development in today's market, while improving from the downturn which occurred largely between 2008 and 2011, requires cooperation from all parties involved. Many recent retail projects illustrate how mutual partnerships between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking new goods and services and increased tax revenues, developers looking for new investment opportunities and retailers looking to grow in new markets which were not economically feasible in the past, are now happening thru collaborative efforts.

In the past, when development economics didn't work, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or re-development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become "deal makers" versus "deal breakers".

Each municipality in each state differs in the capability and methodology for providing assistance. Many development agreement alternatives exist to "bridge the gap" and address the funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City contributes city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, and additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn what were previously considered economically prohibitive deals into viable new development projects. By creating a partnership with the municipality from the inception of a deal, more opportunities exist for new and exciting retail developments to occur.



Pricing for Incentives is based on when Retail Strategies becomes engaged in the process.

If Retail Strategies is engaged prior to an incentives request from a developer, retailer or third party and the city request assistance from Retail Strategies to research, analyze and/or negotiate the requested incentives package, the cost to the city is \$15,000 plus 4% of the negotiated incentives value per project. The percentage fee is paid over the length of the incentives payback period.

If Retail Strategies is engaged after a project has made an incentives request, the cost to the city is 8% of the cost savings recognized by the city per project paid over the length of the incentives payback period.

Custom Marketing Materials for Property Owners & Commercial Real Estate Firms

Negotiated per request

Meeting Requests outside the Scope of Services

Reimbursement of Travel Expenses



INVESTMENT

Initial Engagement: Year 1

\$50,000

- Research Quantitative and In-Market Assessment of Real Estate Assets
- Access to BaseCamp
- Development Retail Recruitment Strategic Plan
 - Recruitment Strategy for New Retail and Restaurant Companies
 - Provide Identification and Recommendation of Retail Prospects
 - Recommendation of Site Locations for Retail/Restaurant Concepts
 - Development of Marketing Materials
 - Call List and Recruitment Updates
- Execution of Strategic Recruitment Plan
 - Working with local property owners, developers and real estate professionals in order to facilitate retail growth, including On Demand Research/Analysis
 - Outreach to retail prospects with continuous updating of Retail Prospect List
 - Monthly Call List and Recruitment Updates
 - Representation at national and regional retail real estate conferences

Pricing - Years 2 and 3 Renewals

\$30,000 per year

Retail Strategies, for year two and three of the engagement, will provide updated research and continue on-demand research reports/analysis, plus:

- Updating of Strategic Retail Recruitment Plan
- Updating of Retail Prospect List
- Representation at national and regional retail real estate conferences

Pricing - Years 4 and Beyond

\$30,000 per year

Retail Strategies, for years four and beyond, will provide updated research and continue on-demand research reports/analysis, plus:

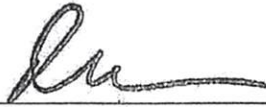
- Updating of Strategic Retail Recruitment Plan
- Updating of Retail Prospect List
- Representation at national and regional retail real estate conferences

review the proposals and rank them according to the point system explained above. The evaluation committee will then make a formal recommendation to the CRA Board for approval.

PROPOSER INFORMATION PAGE

Company Name: Retail Strategies

Authorized
Signature:



Signature

Robert Jolly

Print Name

Title: Partner

Physical
Address:

120 18th Street South, Suite 201

Street

Birmingham

City

AL

State

35233

Zip Code

Telephone: (205) 490-2825 Fax: (205) 313-3677

Email Address: Robert@retailstrategies.com

Web Site: www.retailstrategies.com

Federal Identification Number: 45-3477728

This is a requirement of every Proposer.

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

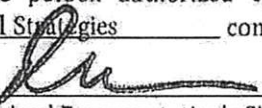
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Retail Strategies, I certify that Retail Strategies complies fully with the above requirements.


Authorized Representative's Signature

3/23/2015
Date

Robert Jolly
Name:

Partner
Position:

**** If this form is not returned, the City/CRA will assume the Proposer has not implemented a drug-free workplace program. This is a requirement of every proposer.**



RETAIL STRATEGIES RFP RESPONSE:

LAKE WORTH CRA

RETAIL FEASIBILITY, STRATEGIC PLANNING AND BUSINESS RECRUITMENT

MARCH 27, 2015

PREPARED BY:
MATTHEW PETRO
BUSINESS DEVELOPMENT AND CLIENT MANAGEMENT
RETAIL STRATEGIES, LLC
BIRMINGHAM, AL

**STRICTLY PRIVATE
AND CONFIDENTIAL**

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EXHIBIT "C"

SCOPE OF SERVICES

1. Development of Strategic Retail Recruitment Plan:

a. Develop Marketing Materials

Timeline: On or before Day 75 of our partnership Retail Strategies will develop marketing materials on the client's behalf. The materials are created to market the community to retailers, developers, etc. These marketing materials become one of the "tools" used to position Lake Worth, FL as destination for new retail development.

b. Provide Identification and Recommendation of Retail Prospects

Timeline: On or before Day 75 Retail Strategies will develop a Retail Prospect List which will include retail prospects targeted for recruitment to Lake Worth, FL. This list of retailers is based on the initial research and analysis – both quantitative and in-market - done on behalf of Lake Worth, FL. The Retail Prospect List is a dynamic document which is continuously updated based on real time conversations with both retailers and developers. As we represent Lake Worth, FL nationally, present opportunities in Lake Worth, FL to retailers and developers, and learn of newly announced retail expansion plans and concepts, the prospect list will be updated accordingly.

c. Recommendations for Site Locations for Retail/Restaurant Companies

Timeline: On or before day 80 of our partnership Retail Strategies, LLC will identify and prioritize commercial properties that may be suitable sites to present to prospective new retailers. This process will include maps, marked aerials, and all pertinent contact and site specific information relative to each site.

d. Provide a Recruitment Strategy for New Retail and Restaurant Companies

Timeline: On or before day 80 of our partnership, Retail Strategies will develop a Strategic Retail Recruitment Plan. The Strategic Retail Recruitment Plan which will be a summary of the primary retail gaps inclusive of the key retail and restaurant concepts to be pursued with an overview of each retailer relative to size, economics, etc. The Strategic Plan will identify both short term and long-term recruitment objectives and goals.

2. Delivery of Strategic Retail Recruitment Plan

Timeline: By Day 90 of our Partnership the Client Manager for the partnership will schedule a convenient time to present the Strategic Retail Recruitment Plan to the client. The Retail Recruitment Strategic Plan will be presented to the Stakeholders and Primary Contact(s) within Lake Worth, FL. Once the Retail Recruitment Strategic Plan has been presented and approved by the Lake Worth CRA it will be uploaded to client's BaseCamp account.

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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.

EXHIBIT X
Sample Invoice

Invoice

Date	Invoice #
9/11/2015	226-4

Terms	Due Date
	9/11/2015

Bill To

Retail Strategies, LLC
P.O. Box 531247
Birmingham, AL 35253
Phone 205-313-3676
Fax 205-313-3677

[illegible]

Wiring Instructions
ABA Routing Number: 265270413
Beneficiary Bank: Iberia Bank Birmingham
Beneficiary: Retail Strategies, LLC
Beneficiary Account: 20000469289

Make Check Payable to:
Retail Strategies, LLC
P.O. Box 531247
Birmingham, AL 35253