

**RESOLUTION NO. 2011-09**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE CONTRACT FOR FINANCIAL SERVICES BETWEEN THE AGENCY AND NOVOGRADAC LLP, TO PROVIDE THE AGENCY PROFESSIONAL FINANCIAL EXPERTISE, SPECIALIZING IN NEW MARKET TAX CREDITS; AUTHORIZING THE EXECUTIVE DIRECTOR TO COMPLETE AN APPLICATION FOR A MINIMUM OF 50 MILLION IN NEW MARKET TAX CREDIT AUTHORITY, AT A COST NOT TO EXCEED \$56,500; PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the Riviera Beach Community Redevelopment Agency (Agency) is responsible for carrying out community redevelopment activities and project within its boundaries; and

**WHEREAS**, the Agency evaluation committee reviewed the responses submitted in response to RFQ 287-10 for Financial Advisor for the City and CRA, on November 12, 2010 in the areas of public finance and community development finance with specialties in tax credit programs; and

**WHEREAS**, the number one selection "RSA" was deemed qualified to provide consulting services in both public and community development finance but was unable to provide adequate insurance, and was not retained by the agency; and

**WHEREAS**, it was determined by Interim Legal Counsel that a previous contract for Financial Advisor to the CRA in the area of public finance with FirstSouthwest was never terminated and the firm was deemed eligible and available; and

**WHEREAS**, the Agency evaluation committee selected Novogradac as the number two selection to provide financial advisor services, Novogradac has a high degree of specialization in New Market Tax Credits; and

**WHEREAS**, the Agency desires a Financial Services advisor with specific specialization in New Market Tax Credits which was a strength of the number two selection Novogradac.

**WHEREAS**, the Agency desires to complete an application for a minimum of \$50 Million dollars in new market tax credit authority which will be completed in collaboration with Viking

developers, LLC who has agreed to offset up to \$27,500 dollars of the budgeted expense (copy attached hereto as Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

SECTION 1. The Community Redevelopment Agency hereby approves the contract with Novogradac for Financial Advisor Services attached hereto as Exhibit B.

SECTION 2. The Executive Director is authorized to complete an application for a minimum of \$50 million in New Market Tax Credit Authority at a cost not to exceed \$56,500 dollars.

SECTION 3. This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairperson

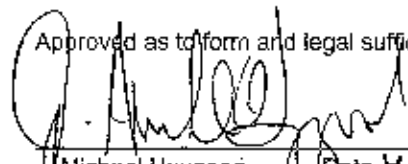
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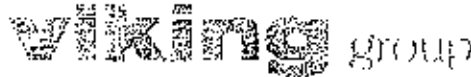
\_\_\_\_\_  
Executive Director

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS \_\_\_\_\_  
D. PARDO \_\_\_\_\_  
C. THOMAS \_\_\_\_\_  
S. LOWE \_\_\_\_\_  
J. DAVIS \_\_\_\_\_

Approved as to form and legal sufficiency  
  
J. Michael Haygood Date 4/8/2011  
Haygood & Harris LLC  
General Counsel to CRA



Marine  
Viking Yacht Company  
Viking Sport Clubs, Inc.  
Viking Yachting Center, Inc.  
Viking Yacht Service Center  
Atlantic Marine Electronics, Inc.  
Polar Drink Towers, Inc.  
Maritime Medical Services, Inc.

Real Estate  
Viking Associates

Insurance  
International Maritime Insurance Co.

Energy  
Viking International Resources Co.

Health and Information Technology  
Viking Technology Solutions, Inc.  
Viking Communications, Inc.

Financial  
Viking Investment Banking Group

Mr. Tony T. Brown  
Executive Director  
Riviera Beach Community Redevelopment Agency  
2001 Broadway, Suite 301  
Riviera Beach, Florida 33404

Re: New Markets Tax Credit  
Application International Harbor  
at Riviera Beach

March 31, 2011

Robert T. Healey  
Chairman

Dear Tony:

This letter is to serve as our commitment to contribute up to \$27,500 to the Riviera Beach Community Redevelopment Agency(CRA) to complete an application for a minimum of \$50 million in New Markets Tax Credit (NMTC) authority. The successful funding of NMTC authority will be applied towards a business strategy for the International Harbor at Riviera Beach. The CRA and Viking will work collaboratively in crafting the Business Strategy, documenting Community Impact and securing the necessary funding in Capital pledges to meet the application requirements. Viking believes the mission and history of the CRA, coupled with the unique qualifications of its executive director, Tony Brown, when combined with Viking's substantial investment in land development would produce a strong and highly competitive application for funding. We are excited about our partnership and believe the allocation of NMTCs represents the needed subsidies required to help secure additional private investments for the Marina District South development and help to ensure our success as your master developer. Our contribution represents 50% of the total estimated cost of \$55,000. We will disburse our commitment of \$27,500 to the CRA as the invoices for the applicable costs come due, at the rate of 50% of each invoice.

The specific scope of services for which our contribution will be applied is highlighted below and in support of the budget attached as Exhibit A:

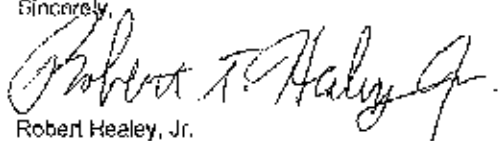
**Task1-Organization Structure and CDE Certification:**

Reimbursement to the CRA for costs incurred to structure a community development entity (CDE) and secure certification of the CDE from the US Department of Treasury, CDFI Fund. Viking will reimburse the CRA for consulting services to hire Novogradac & Company and Catalyst Consulting (FL Contractors)" to consult with the CRA staff to complete an application for CDE Certification. The legal entity to be formed, at the CRA's sole expense, shall be the Riviera Beach CDE. The Contractors will perform the following services:

- a. Coordinate the collection of biographical summaries of proposed governance and advisory board members to demonstrate community accountability and meet requirements for CDE certification.
- b. Complete the application for CDE Certification.

**Task2 -Complete NMTC Application:** Subject to the approval of the CRA Board of Commissioners, the CRA will authorize Contractors to complete an application for NMTCs. Viking will reimburse the CRA for consulting services to hire Novogradac & Company, Ziefenbach Consulting and Catalyst Consulting ("Contractors") to consult with the CRA staff to complete an application for a minimum of \$50million in NMTC authority. The application is to be completed in four parts: Business Strategy, Community Impact, Management Capacity and Capitalization Strategy.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert T. Healey, Jr.", written in a cursive style.

Robert Healey, Jr.  
Assistant to the Chairman

**EXHIBIT A**

[Budget]

**COST SUMMARY OF APPLICATION SERVICES TASKS**

<b>Summary of Services and Fees</b>			
<b>Task</b>	<b>Contractors</b>	<b>Expenses<sup>1</sup></b>	<b>Total</b>
1. CDE Certification	\$ 5,000.00		\$ 5,000.00
2. NMTC Application Completion:	\$50,000.00	\$1,500.00	\$51,500.00
a. Business Strategy			
b. Community Impact			
c. Management Capacity			
d. Capitalization			
<b>Total All Tasks</b>	<b>\$55,000.00</b>	<b>\$1,500.00</b>	<b>\$56,500.00</b>

Expense Reimbursement.

The CRA will reimburse Contractors for all reasonable expenses incurred in furnishing services, including reasonable expenses incurred for printing, postage, airfare, meals, accommodations, rental cars and taxis, if applicable. Reimbursement of expenses will be made on the basis of itemized statements submitted by Contractors, which statements will include actual bills, receipts, or other evidence of expenditures. Total reimbursable expenses shall not exceed \$1,500.00 and will require approval by the CRA in advance. Legal expenses are excluded in the estimate and will be paid separately by the CRA.

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<sup>1</sup> Total reimbursable expenses shall not exceed amount budgeted unless approved by the Client in advance. Reimbursement of expenses will be billed at actual costs and will include actual bills, receipts, or other documentation of actual expenditures.

**CONTRACT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES**

This Contract is made as of the 13<sup>th</sup> day of April, 2011 by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the CRA), and Novogradac & Company, LLP, authorized to do business in the State of Florida (hereinafter referred to as the FINANCIAL ADVISOR).

In consideration of the mutual promises contained herein, the CRA and the FINANCIAL ADVISOR agree as follows:

**ARTICLE 1 – SERVICES**

The FINANCIAL ADVISOR'S responsibility under this Contract is to provide professional/consultation services in federal tax credit programs to include but not limited to New Markets Tax Credits, Low Income Housing Tax Credits, and Renewable Energy Tax Credits. The FINANCIAL ADVISOR is a community development finance consultant as more specifically set forth in the Scope of Work detailed in Exhibit "1".

The CRA'S representative/liaison during the performance of this Contract shall be Tony Brown, Executive Director, telephone no. (561) 844-3408.

**ARTICLE 2 - SCHEDULE**

The Financial Advisor shall commence services on April 18, 2011

**ARTICLE 3 – PAYMENTS TO FINANCIAL ADVISOR**

- A. The CRA agrees to compensate the FINANCIAL ADVISOR in accordance with the fee proposal set forth in Exhibit 1 attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of performance of this contract shall be itemized and invoiced separately. The CRA shall not reimburse the FINANCIAL ADVISOR for any travel costs incurred as a direct result of the FINANCIAL ADVISORS providing deliverables to the CRA in pursuance of the scope of work contained in Exhibit 1, attached hereto and made part hereof.
- B. Invoices received from the FINANCIAL ADVISOR pursuant to this Contract will be reviewed and approved by the CRA'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Hourly fees for FA services unrelated to bond issuance will be authorized by work order and require detailed time records to accompany the invoices. Invoices will normally be paid within thirty (30) days following the CRA representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the CRA Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Any travel, per diem,

mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- D. Final Invoice: In order for both parties herein to close their books and records, the FINANCIAL ADVISOR will clearly state "final invoice" on the FINANCIAL ADVISOR'S final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the FINANCIAL ADVISOR.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the FINANCIAL ADVISOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used determined the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

#### **ARTICLE 5 – TERMINATION**

This Contract may be canceled by the FINANCIAL ADVISOR upon fifteen (15) days' prior written notice to the CRA'S representative in the event of substantial failure by the CRA to perform in accordance with the terms of this contract through no fault of the FINANCIAL ADVISOR. It may also be terminated, in whole or in part, by the CRA, with or without cause, upon fifteen (15) days written notice to the FINANCIAL ADVISOR. Unless the FINANCIAL ADVISOR is in breach of this Contract, the FINANCIAL ADVISOR shall be paid for services rendered to the CRA'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA the FINANCIAL ADVISOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CRA.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 – PERSONNEL**

The FINANCIAL ADVISOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA.

All of the services required hereinunder shall be performed by the FINANCIAL ADVISOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the FINANCIAL ADVISOR'S key personnel, as may be listed in Exhibit '1', must be made known to the CRA'S representative and written approval must be granted by the CRA'S representative before said change or substitution can become effective.

The FINANCIAL ADVISOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Company's personnel (and all Subcontractors) while on CRA premises, will comply with all CRA requirements governing conduct, safety and security.

#### **ARTICLE 7 – SUBCONTRACTING**

The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The FINANCIAL ADVISOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion the FINANCIAL ADVISOR shall promptly do so, subject to acceptance of the new subcontractor by the CRA.

#### **ARTICLE 8 – FEDERAL AND STATE TAX**

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the FINANCIAL ADVISOR. The FINANCIAL ADVISOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with CRA, nor is the FINANCIAL ADVISOR authorized to use the CRA'S Tax Exemption Number in securing such materials.

The FINANCIAL ADVISOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 – AVAILABILITY OF FUNDS**

The CRA'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

#### **ARTICLE 10 – INSURANCE**

A. Prior to execution of this Contract by the CRA, the FINANCIAL ADVISOR shall provide certificates evidencing insurance coverages as required hereunder. 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 FINANCIAL ADVISOR has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA'S representative. Compliance with the



foregoing requirements shall not relieve the FINANCIAL ADVISOR of its liability and obligations under this Contract.

- B. The FINANCIAL ADVISOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The FINANCIAL ADVISOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the FINANCIAL ADVISOR from claims for damages for bodily and person injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the FINANCIAL ADVISOR or by anyone directly employed by or contracting with the FINANCIAL ADVISOR.
- D. The FINANCIAL ADVISOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the FINANCIAL ADVISOR from claims for damages for bodily and personal property damages liability to protect the FINANCIAL ADVISOR from claims for damages for bodily and person injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the FINANCIAL ADVISOR or by anyone directly or indirectly employed by the FINANCIAL ADVISOR.
- E. The FINANCIAL ADVISOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the FINANCIAL ADVISOR shall specifically include the CRA as an "Additional Insured".

#### **ARTICLE 11 – INDEMNIFICATION**

The FINANCIAL ADVISOR shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the FINANCIAL ADVISOR, its agents, servants, or employees in the performance of services under this Contract.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The CRA and the FINANCIAL ADVISOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CRA nor the FINANCIAL ADVISOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of

any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the FINANCIAL ADVISOR.

**ARTICLE 13 – REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract 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.

**ARTICLE 14 – CONFLICT OF INTEREST**

The FINANCIAL ADVISOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The FINANCIAL ADVISOR further represents that no person having any interest shall be employed for said performance.

The FINANCIAL ADVISOR shall promptly notify the CRA’S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the FINANCIAL ADVISOR’S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the FINANCIAL ADVISOR may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into the by the FINANCIAL ADVISOR. The CRA agrees to notify the FINANCIAL ADVISOR of its opinion by certified mail within thirty (30) days of receipt of notification by the FINANCIAL ADVISOR. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FINANCIAL ADVISOR, the CRA shall so state in the notification and the FINANCIAL ADVISOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the FINANCIAL ADVISOR under the terms of this contract.

**ARTICLE 15 – EXCUSABLE DELAYS**

The FINANCIAL ADVISOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the FINANCIAL ADVISOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the FINANCIAL ADVISOR’S request, the CRA shall consider the facts and extent of any failure to perform the work, and if the FINANCIAL ADVISOR’S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA’S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 – ARREARS**

The FINANCIAL ADVISOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The FINANCIAL ADVISOR further warrants and represents that it has no obligations or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 – DISCLOSURE AND OWNERSHIP DOCUMENTS**

The FINANCIAL ADVISOR shall deliver to the CRA'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the FINANCIAL ADVISOR and will not be disclosed to any other party, directly or indirectly, without the CRA'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

The CRA and the FINANCIAL ADVISOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The FINANCIAL ADVISOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the FINANCIAL ADVISOR'S sole direction, supervision, and control. The FINANCIAL ADVISOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FINANCIAL ADVISOR'S relationship and the relationship of its employees to the CRA shall be that of an Independent Contractor and not as employees or agents of the CRA.

The FINANCIAL ADVISOR does not have the power or authority to bind the CRA in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 19 – CONTINGENT FEES**

The FINANCIAL ADVISOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FINANCIAL ADVISOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for the FINANCIAL ADVISOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the aware of making of this Contract.

**ARTICLE 20 – ACCESS AND AUDITS**

The FINANCIAL ADVISOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. 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 FINANCIAL ADVISOR'S place of business.

**ARTICLE 21 – NONDISCRIMINATION**

The FINANCIAL ADVISOR 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.

**ARTICLE 22 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions to this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 23 – AUTHORITY TO PRACTICE**

The FINANCIAL ADVISOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA'S representative upon request.

**ARTICLE 24 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 25 – PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 26 – MODIFICATIONS OF WORK**

The CRA reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the FINANCIAL ADVISOR of the CRA'S notification of a contemplated change, the FINANCIAL ADVISOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date and (3) advise the CRA if the contemplated change shall affect the FINANCIAL ADVISOR'S ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the FINANCIAL ADVISOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA'S decision to proceed with the change.

If the CRA elects to make the change, the CRA shall initiate a Contract Amendment and the FINANCIAL ADVISOR shall not commence work on any such change until such written amendment is signed by the FINANCIAL ADVISOR and approved and executed by the CRA.

**ARTICLE 27 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CRA shall be mailed to:

Executive Director  
Riviera Beach Community Redevelopment Agency  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404

and if sent to the FINANCIAL ADVISOR shall be mailed to:

John Sciarrotti, CPA  
Novogradac & Company LLP  
303 W. Third Street  
Dover, OH 44622

**ARTICLE 28 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The CRA and the FINANCIAL ADVISOR agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 – Modifications of Work.

IN WITNESS WHEREOF, the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY has made and executed this Contract and the FINANCIAL ADVISOR has hereunto set its hand the day and year above written.

RIVIERA BEACH COMMUNITY REDEVELOPMENT  
AGENCY

Novogradac & Company LLP

APPROVED:

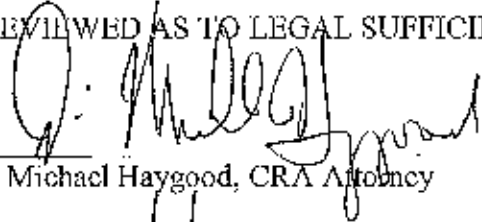
\_\_\_\_\_  
\_\_\_\_\_, Chairperson

\_\_\_\_\_  
John Sciarretti, CPA

ATTEST:

\_\_\_\_\_  
Secretary

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
J. Michael Haygood, CRA Attorney

DATE: 4/8/2011

# Contract Exhibit “1”

## Summary

Novogradac shall provide financial advisory services related to New Market Tax Credits Program and the Riviera Beach Community Redevelopment Agency’s desire to participate in the program. Services will include completion of an application for a minimum of \$50 million in New Markets Tax Credit (NMTC) authority. The successful funding of NMTC authority will be applied towards a business strategy for the International Harbor at Riviera Beach.

The Services provided by Novogradac will help the CRA maximize tax increment revenues and the investments of its master developer, Viking Developers, LLC to improve the Community Redevelopment Area by using tax credits to attract additional sources of privately funded capital. The Financial Advisor shall provide the following:

### **Task 1 – Organization Structure and CDE Certification:**

Consult with the CRA staff to complete an application for CDE Certification. The legal entity to be formed, at the CRA’s sole expense, shall be the Riviera Beach CDE.

### **Task 2 – Complete NMTC Application:**

Subject to the approval of the CRA Board of Commissioners, the CRA will authorize Novogradac to assist the CRA staff complete an application for NMTCs for a minimum of \$50 million in NMTC authority. The application is to be completed in four parts: Business Strategy, Community Impact, Management Capacity and Capitalization Strategy.

### **Task 3 – Tax Credit Consulting and Financial Structuring**

Novogradac shall provide other advisory and financial structuring services as requested with emphasis in federal tax credit programs to include but not limited to New Markets Tax Credits, Low Income Housing Tax Credits, and Renewable Energy Tax Credits.

The Financial Advisor shall provide the following: Transaction closing and information management. Prepare organization materials for the transaction including charts, financial schedules, term sheets and project descriptions. Evaluate, analyze and underwrite the CRA projects to ensure financing viability and ensure its conformance to program requirements. Review, coordinate and supervise financial, legal and accounting personnel as it relates to development of tax credit structuring & transactions.

## **Novogradac Key Staff**

**John Sciarretti, CPA, Engagement Partner**

**Mathew Mecker, CPA , Detailed Reviewer/Manager**

## **Fee**

Compensation shall be provided in four stages:

**CDE Certification:** In stage one, Novogradac shall charge a flat fee of \$5,000 to direct staff in completing a certification application for a Community Development Entity.

**NMTC Application:** In stage two, Novogradac shall charge a flat fee of \$50,000 to direct and assist staff in completing a an application for an allocation of a minimum of \$50 million in NMTC authority. The CRA will be billed as first drafts of the applications are completed and reviewed:

Business Strategy:	\$20,000.00 (Payable upon completion and review of draft questions)
Community Impact:	\$15,000.00 (Payable upon completion and review of draft questions)
Management Capacity:	\$ 5,000.00 (Payable upon completion and review of draft questions)
Capitalization Strategy:	\$10,000.00 (Payable upon completion and review of draft questions)

**Structure Analysis:** During this stage of the transaction Novogradac will work with staff to review the financial efficacies of several proposed New Market Tax credit transaction options and prepare supporting analysis and structure details. The fee during this stage will be an hourly rate as follows:

John Sciarretti, CPA, Engagement Partner	\$290. Per hour
Mathew Meeker, CPA , Detailed Reviewer/Manager	\$170. Per hour
Various Senior Staff,	\$70-\$125. Per hour

**Transaction/Monitoring/Report:** The final stages include guiding the ultimate participants to a financial close, and monitoring and reporting in accordance with the tax credit guidelines. The Transaction fees shall be negotiated separately and will require separate board approval.