

10. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE AGREEMENTS WITH THE KEYES COMPANY REALTORS AND ONE WORLD REALTY, INC. (APPROVED COMMERCIAL REAL ESTATE BROKERS) FOR PROFESSIONAL COMMERCIAL REAL ESTATE BROKERAGE SERVICES; PROVIDING AN EFFECTIVE DATE.
(ATTACHMENT #10)



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbkra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: *T.B.* Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: March 8, 2012

CC: Ruth Jones, City Manager
Pamala Ryan, City Attorney
Michael Haygood, Interim CRA Attorney

SUBJECT: Approval of Selection of "Approved" Commercial Real Estate Brokers and
Approval of Respective Professional Services Contracts

Request for Board Action

On December 14, 2011, the Board of Commissioners adopted a policy and associated procedures for the Acquisition and Disposal of Real Property by the Agency. To effectively implement that policy and procedures, the Agency requires the use of outside real estate professionals (commercial and residential licensed real estate brokers), from time-to-time.

The Agency issued Request for Qualifications (RFQ) No. 2012-02 for Real Estate Broker/Representative Services with a response due date of February 10, 2012. The real estate broker services under this RFQ would be used primarily for commercial properties. There were five (5) responses to the RFQ.

- Anderson & Carr, Inc.
- The Keyes Company
- Matt Martin Real Estate Management, LLC
- The Triage Company
- One World Realty, Inc.

The responses were evaluated by a team which consisted of the following individuals.

- Tony Brown, CRA Executive Director
- Scott Evans, CRA Planning Director
- Paul White, Interim CRA CDO
- Toccarra Thomas, CRA Planner
- Arnold A. Broussard, CRA Consultant and Licensed Real Estate Broker

As a result of our solicitation for commercial real estate broker services, we discovered that most local minority real estate agents worked in the residential area and not in commercial real estate. Thus, to comply with the Agency's goals for economic inclusion, we decided to split commercial services from our residential and neighborhood stabilization strategy needs. An RFQ for residential broker services will be remitted in April or May to reflect the services required to implement the Riviera Beach Heights plan and to engage in an active neighborhood infill program. We will build this plan and solicit for services with input from our newly hired Community Development Officer.

The evaluation team selected the two highest scoring commercial real estate teams to serve as “approved” Commercial Real Estate Brokers for the Agency: The Keyes Company and One World Realty, Inc.

As real estate purchases or disposals are required, the Agency’s Executive Director will select a broker representative on a rotating basis.

The Board’s approval of the “approved” Commercial Real Estate Broker list is requested, along with approval of the respective professional services contracts.

TTB/aab

RESOLUTION NO. 2012-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE AGREEMENTS WITH THE KEYES COMPANY AND ONE WORLD REALTY, INC. (APPROVED COMMERCIAL REAL ESTATE BROKERS) FOR PROFESSIONAL COMMERCIAL REAL ESTATE BROKERAGE SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 14, 2011, the Board of Commissioners adopted a policy and associated procedures for the Acquisition and Disposal of Real Property by the Agency,

WHEREAS, to effectively implement that policy and procedures, the Agency requires the use of outside real estate professionals (commercial and residential licensed real estate brokers),

WHEREAS, the Agency issued Request for Qualifications (RFQ) No. 2012-02 for Real Estate Broker/Representative Services with a response due date of February 10, 2012,

WHEREAS, the real estate broker services under this RFQ would be used primarily for commercial properties,

WHEREAS, there were five (5) respondents to the RFQ of which two (2) were selected by an Agency review team to serve as the Agency's "approved" commercial real estate broker/representatives.

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

SECTION 1. The Board of Commissioners approves the selection of The Keyes Company and One World Realty, Inc. as the "Approved Commercial Real Estate Brokers" for the Agency.

SECTION 2. The Agency hereby approves the attached Professional Service Agreements with the Approved Commercial Real Estate Brokers and authorizes the Chairman and Executive Director to execute said Agreements.

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

[Signatures on following page]

PASSED AND ADOPTED this 14th day of March, 2012.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

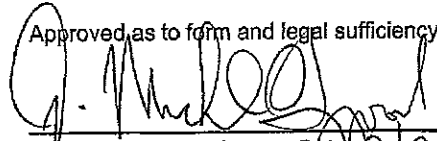
By: _____
Name: Judy L. Davis
Title: Chairperson

ATTEST:

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: 3/14/2012
Haygood & Harris LLC
General Counsel to CRA

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT
AGENCY
AND
THE KEYES COMPANY**

This Professional Service Agreement is entered in this ____ day of _____ 2012, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes and The Keyes Company, a Florida corporation (herein referred to as "Broker").

WITNESSETH:

WHEREAS, on December 14, 2011, the Board of Commissioners adopted a policy and associated procedures for the Acquisition and Disposal of Real Property by the Agency,

WHEREAS, to effectively implement that policy and procedures, the Agency requires the use of outside real estate professionals (commercial and residential licensed real estate brokers),

WHEREAS, the Agency issued Request for Qualifications (RFQ) No. 2012-02 for Real Estate Broker/Representative Services with a response due date of February 10, 2012,

WHEREAS, the real estate broker services under this RFQ would be used primarily for commercial properties,

WHEREAS, there were five (5) respondents to the RFQ of which two (2) were selected by an Agency review team to serve as the Agency's "approved" commercial real estate broker/representatives.

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to contract with the Broker to provide the CRA with real estate broker services, as assigned, per the Scope of Services as more specifically set forth in Exhibit "A" attached hereto.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. Assignments made under this Agreement shall commence pursuant to the procedures set forth in Exhibit "B" attached hereto and incorporate herein.
- B. Upon assignment, the Broker shall fully perform the Scope of Services set forth in Exhibit "A".
- C. The CRA and Broker agree to be governed by applicable local, state and federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The CRA agrees to:
 - 1. Provide all files, data, and information that are available as requested by the Broker.
 - 2. Process all requests for payment in a timely manner.

SECTION 3. FUNDING/CONSIDERATION

- A. The fee for the performing any assignment and the Scope of Services shall be determine pursuant to Exhibit "B".
- B. Broker shall be reimbursed for direct costs such as photocopying and printing, postage, overnight delivery, etc.
- C. The Broker will prepare and submit to the CRA an invoice detailing specific services provided at the end of a specific phase of the Project as set forth in Exhibit "A". Payment for services will be made by the CRA within twenty (20) days of the invoice date.
- D. This agreement shall be subject to an annual appropriation by the Agency.

SECTION 4. TERMINATION

This Agreement may be cancelled by the Broker upon thirty (30) 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 Agreement through no fault of the Broker; provided the CRA shall fail to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CRA, with or without cause, immediately upon written notice to the Broker. Unless the Broker is in breach of this Agreement, the Broker 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 Broker 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 progress, 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.

SECTION 5. PERSONNEL

The Broker 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 Broker or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed, or permitted under state and local law to perform such services.

The Broker agrees that it is fully responsible to the CRA for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the Broker. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

SECTION 6. INSURANCE

- A. Prior to execution of this Agreement by the CRA, the Broker shall provide certificates evidencing insurance coverage 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 Broker has obtained insurance of the type, amount, and classification as required for strict compliance with this section 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 Broker of its liability and obligations under this Agreement.
- B. The Broker shall maintain, during the life of this Agreement, commercial general liability insurance in the amount of \$500,000.00 per occurrence to protect the Broker 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 this Agreement, whether such operations be by the Broker or by anyone directly or indirectly employed by or contracting with the Broker.
- C. The Broker shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the Broker from claims for

damages for bodily and personal 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, but not limited to, leased and rented automobiles whether such operations be by the Broker or by anyone, directly or indirectly, employed by the Broker.

SECTION 7. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. 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 8. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 9. AVAILABILITY OF FUNDS

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

SECTION 10. DELAYS AND EXTENSIONS OF TIME

The Broker 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 Broker 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 Broker's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Broker's failure to perform was without it or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall

be revised accordingly; subject to the CRA's rights to change, terminate, or stop any or all of the work at any time.

If the Broker is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other broker employed by the CRA or by changes ordered by the CRA or any causes beyond the Broker's control, or by delay authorized by the CRA pending negotiation or by any cause which the CRA shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide.

SECTION 11. REPRESENTATION AND NOTICE

In carrying out the terms of this Agreement, as more fully set forth in **Exhibit "A"**, the CRA representative shall be the CRA Executive Director. Broker representatives and/or employees shall report to the CRA representative for day to day reporting.

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the CRA:

Tony Brown, CRA Executive Director
2001 Broadway, Suite 300,
Riviera Beach, FL 33404

With a copy to:

J. Michael Haygood ,CRA Attorney
1551 Forum Place Suite 400 B,
West Palm Beach, FL 33401

For The Broker:

The Keyes Company
11290 Legacy Avenue, Suite 140
Palm Beach Gardens, Florida 33410

SECTION 12. RECORD KEEPING

- A. All records submitted by the Broker shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.

- B. The Broker shall allow access to its records during normal business hours and upon reasonable advance requests of the CRA, its employees and agents.

SECTION 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Broker 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 Agreement.

All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Agreement 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 Broker 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.

SECTION 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Broker is, and shall be, in the performance of all work services and activities under this Agreement, 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 Broker's sole direction, supervision, and control. The Broker shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Broker'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 Broker does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

SECTION 15. CONTINGENT FEES

The Broker warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Broker to solicit or secure this Agreement 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 Broker, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. NON-DISCRIMINATION

The Broker 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, political affiliation, marital status, handicap, or sexual orientation. Further, Broker shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

SECTION 17. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 18. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 19. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 20. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 21. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the CRA.

SECTION 22. EFFECTIVE DATE

This Agreement shall become effective upon the date first above written.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

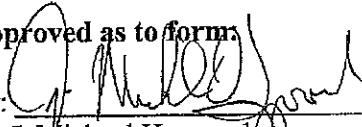
ATTEST:

By: _____
Tony Brown
Executive Director

**Riviera Beach Community
Redevelopment Agency**

By: _____
Name: _____
Title: _____

Approved as to form:

By:  _____
J. Michael Haygood
Interim CRA Attorney

ATTEST:

**The Keyes Company,
a Florida corporation**

By: _____
Name: _____
Title: _____

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Exhibit “A”

Commercial Real Estate Broker Services

Scope of Services

The Commercial Real Estate Broker agrees to perform the following services, which may include, but are not limited to:

- (a) Consult with the Agency to assist in determining its particular needs to buy or sell property.
- (b) For property to be purchased, conduct a search of listed property to obtain one or more choices that most closely matches Agency's requirements; or, if the property is unlisted, determine if the property is available for sale, along with the owner's requirements to sell.
- (c) For property to be disposed of, work with the Agency to establish a proposed sale price and coordinate the disposal process according to the Agency's established policy and procedures for the disposal of real property.
- (d) Assist in the preparation of the appropriate documents for the transaction under such terms and conditions as may be directed by Agency and or contained in the Agency's policy and procedures for the acquisition and disposal of real property, as appropriate to the transaction.
- (e) Negotiate offers for sale/disposal of property with property owners or representatives, buyers, or sellers, as appropriate, in an effort to obtain the optimum terms and conditions on behalf of Agency.
- (f) Assist in the process of closing transactions.

Exhibit "B"

Commercial Real Estate Broker Services

Compensation

Commercial Buyer Broker Services:

- (a) If property is listed through the Multiple Listing Service (MLS), the Broker will be paid by the listing broker according to the terms specified in the listing agreement. The Agency has no responsibility to pay compensation to its broker.
- (b) If property is not listed, the Agency's broker will be compensated according to the following graduated payment schedule, which is based on the negotiated transaction amount.

Negotiated Transaction Amount	Broker Commission
Less than \$100,000	4%
\$100,000 - \$200,000	3%
Greater than \$200,000	2%

Commercial Seller Broker Services:

- (a) In the event the Agency wants to dispose of property (or properties) and desires marketing of the property (or properties) in the Multiple Listing Service (MLS), the Broker and Agency will agree upon the terms and conditions of the required scope of services and the associated compensation to be paid, all to be documented and included in a separate contract for action of the Board of Commissioners.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT
AGENCY
AND
ONE WORLD REALTY, INC.**

This Professional Service Agreement is entered in this ____ day of _____ 2012, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes and One World Realty, Inc., a Florida corporation (herein referred to as "Broker").

WITNESSETH:

WHEREAS, on December 14, 2011, the Board of Commissioners adopted a policy and associated procedures for the Acquisition and Disposal of Real Property by the Agency,

WHEREAS, to effectively implement that policy and procedures, the Agency requires the use of outside real estate professionals (commercial and residential licensed real estate brokers),

WHEREAS, the Agency issued Request for Qualifications (RFQ) No. 2012-02 for Real Estate Broker/Representative Services with a response due date of February 10, 2012,

WHEREAS, the real estate broker services under this RFQ would be used primarily for commercial properties,

WHEREAS, there were five (5) respondents to the RFQ of which two (2) were selected by an Agency review team to serve as the Agency's "approved" commercial real estate broker/representatives.

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- A. The purpose of this Agreement is to contract with the Broker to provide the CRA with real estate broker services, as assigned, per the Scope of Services as more specifically set forth in Exhibit "A" attached hereto.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. Assignments made under this Agreement shall commence pursuant to the procedures set forth in Exhibit "B" attached hereto and incorporate herein.
- B. Upon assignment, the Broker shall fully perform the Scope of Services set forth in Exhibit "A".
- C. The CRA and Broker agree to be governed by applicable local, state and federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The CRA agrees to:
 - 1. Provide all files, data, and information that are available as requested by the Broker.
 - 2. Process all requests for payment in a timely manner.

SECTION 3. FUNDING/CONSIDERATION

- A. The fee for the performing any assignment and the Scope of Services shall be determine pursuant to Exhibit "B".
- B. Broker shall be reimbursed for direct costs such as photocopying and printing, postage, overnight delivery, etc.
- C. The Broker will prepare and submit to the CRA an invoice detailing specific services provided at the end of a specific phase of the Project as set forth in Exhibit "A". Payment for services will be made by the CRA within twenty (20) days of the invoice date.
- D. This agreement shall be subject to an annual appropriation by the Agency.

SECTION 4. TERMINATION

This Agreement may be cancelled by the Broker upon thirty (30) 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 Agreement through no fault of the Broker; provided the CRA shall fail to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CRA, with or without cause, immediately upon written notice to the Broker. Unless the Broker is in breach of this Agreement, the Broker 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 Broker 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 progress, 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.

SECTION 5. PERSONNEL

The Broker 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 Broker or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed, or permitted under state and local law to perform such services.

The Broker agrees that it is fully responsible to the CRA for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the Broker. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

SECTION 6. INSURANCE

- A. Prior to execution of this Agreement by the CRA, the Broker shall provide certificates evidencing insurance coverage 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 Broker has obtained insurance of the type, amount, and classification as required for strict compliance with this section 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 Broker of its liability and obligations under this Agreement.
- B. The Broker shall maintain, during the life of this Agreement, commercial general liability insurance in the amount of \$500,000.00 per occurrence to protect the Broker 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 this Agreement, whether such operations be by the Broker or by anyone directly or indirectly employed by or contracting with the Broker.
- C. The Broker shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the Broker from claims for

damages for bodily and personal 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, but not limited to, leased and rented automobiles whether such operations be by the Broker or by anyone, directly or indirectly, employed by the Broker.

SECTION 7. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. 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 8. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 9. AVAILABILITY OF FUNDS

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

SECTION 10. DELAYS AND EXTENSIONS OF TIME

The Broker 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 Broker 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 Broker's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Broker's failure to perform was without it or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall

be revised accordingly; subject to the CRA's rights to change, terminate, or stop any or all of the work at any time.

If the Broker is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other broker employed by the CRA or by changes ordered by the CRA or any causes beyond the Broker's control, or by delay authorized by the CRA pending negotiation or by any cause which the CRA shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide.

SECTION 11. REPRESENTATION AND NOTICE

In carrying out the terms of this Agreement, as more fully set forth in **Exhibit "A"**, the CRA representative shall be the CRA Executive Director. Broker representatives and/or employees shall report to the CRA representative for day to day reporting.

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the CRA:

Tony Brown, CRA Executive Director
2001 Broadway, Suite 300,
Riviera Beach, FL 33404

With a copy to:

J. Michael Haygood, CRA Attorney
1551 Forum Place Suite 400 B,
West Palm Beach, FL 33401

For The Broker:

One World Realty, Inc.
1250 North Ocean Drive
Riviera Beach, Florida 33404

SECTION 12. RECORD KEEPING

- A. All records submitted by the Broker shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.

- B. The Broker shall allow access to its records during normal business hours and upon reasonable advance requests of the CRA, its employees and agents.

SECTION 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Broker 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 Agreement.

All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Agreement 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 Broker 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.

SECTION 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Broker is, and shall be, in the performance of all work services and activities under this Agreement, 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 Broker's sole direction, supervision, and control. The Broker shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Broker'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 Broker does not have the power or authority to bind the CRA in any promise, agreement or representation other than as specifically provided for in this Agreement.

SECTION 15. CONTINGENT FEES

The Broker warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Broker to solicit or secure this Agreement 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 Broker, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. NON-DISCRIMINATION

The Broker 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, political affiliation, marital status, handicap, or sexual orientation. Further, Broker shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

SECTION 17. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 18. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 19. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 20. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 21. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the CRA.

SECTION 22. EFFECTIVE DATE

This Agreement shall become effective upon the date first above written.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

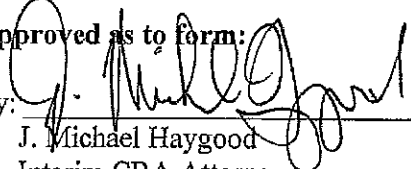
ATTEST:

By: _____
Tony Brown
Executive Director

**Riviera Beach Community
Redevelopment Agency**

By: _____
Name: _____
Title: _____

Approved as to form:

By: 
J. Michael Haygood
Interim CRA Attorney

ATTEST:

**One World Realty, Inc.,
a Florida corporation**

By: _____
Name: _____
Title: _____

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Exhibit “A”

Commercial Real Estate Broker Services

Scope of Services

The Commercial Real Estate Broker agrees to perform the following services, which may include, but are not limited to:

- (a) Consult with the Agency to assist in determining its particular needs to buy or sell property.
- (b) For property to be purchased, conduct a search of listed property to obtain one or more choices that most closely matches Agency's requirements; or, if the property is unlisted, determine if the property is available for sale, along with the owner's requirements to sell.
- (c) For property to be disposed of, work with the Agency to establish a proposed sale price and coordinate the disposal process according to the Agency's established policy and procedures for the disposal of real property.
- (d) Assist in the preparation of the appropriate documents for the transaction under such terms and conditions as may be directed by Agency and or contained in the Agency's policy and procedures for the acquisition and disposal of real property, as appropriate to the transaction.
- (e) Negotiate offers for sale/disposal of property with property owners or representatives, buyers, or sellers, as appropriate, in an effort to obtain the optimum terms and conditions on behalf of Agency.
- (f) Assist in the process of closing transactions.

Exhibit “B”

Commercial Real Estate Broker Services

Compensation

Commercial Buyer Broker Services:

- (a) If property is listed through the Multiple Listing Service (MLS), the Broker will be paid by the listing broker according to the terms specified in the listing agreement. The Agency has no responsibility to pay compensation to its broker.
- (b) If property is not listed, the Agency’s broker will be compensated according to the following graduated payment schedule, which is based on the negotiated transaction amount.

Negotiated Transaction Amount	Broker Commission
Less than \$100,000	4%
\$100,000 - \$200,000	3%
Greater than \$200,000	2%

Commercial Seller Broker Services:

- (a) In the event the Agency wants to dispose of property (or properties) and desires marketing of the property (or properties) in the Multiple Listing Service (MLS), the Broker and Agency will agree upon the terms and conditions of the required scope of services and the associated compensation to be paid, all to be documented and included in a separate contract for action of the Board of Commissioners.