

LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
 29 SOUTH J STREET, SUITE 1
 LAKE WORTH, FLORIDA 33460-3787
 www.lakeworthcra.org

Phone: (561) 493-2550

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MEMORANDUM

TO: CRA Chair, Vice Chair and Members of the Board

FROM: Joan Oliva, Executive Director *JO*

DATE: June 9, 2015

SUBJECT: Professional Services Agreement between Retail Strategies, Alabama LLC and the Lake Worth CRA

EXPLANATION

On February 20, 2015, the CRA issued a Request for Proposals (RFP) for a Retail Feasibility, Strategic Planning and Business Recruitment Plan (Exhibit "A"). The goal is to complete an assessment of Dixie Highway corridor's current economic market and climate, to project its future business development potential, to analyze market sectors and shares, describe business types most appropriate for various areas and to identify opportunity sites for new business creation. The chosen firm is to provide the following:

- A comprehensive market and retail feasibility study and gap analysis
- Development of a business strategy plan for the City -- Dixie Highway in particular
- Retail analysis and a strategic leasing plan
- Identification of prospects
- Execution of business leasing strategic plan

Responses for the RFP were received on March 27, 2015. The CRA assembled a Selection Review Committee that met on May 19, 2015. The minutes from the meeting are included as Exhibit "B." Retail Strategies received the highest average score from the Committee. A copy of their proposal is included as Exhibit "C." The Selection Committee recommended the CRA enter into negotiations with the top ranked proposer, Retail Strategies. Both the CRA and Retail Strategies have approved an agreement for Board review and consideration. This agreement is included as Exhibit "D."

The CRA has several programs that are currently available or will soon be available that tie in closely to the creation of a Business Recruitment Plan. The CRA recently approved a small business loan program and a Business Technical Assistance program. Both these and the development of a new micro-loan program are focused on the development of new commercial development in the District. These efforts are further

supported by other CRA-initiated programs such as the way-finding/signage plan and our grant funded marketing campaign.

The CRA and its partners have been highly successful at building and attracting new home owners to the District. Values have increased and new private, residential development is taking place. However, our retail and commercial areas continue to suffer from disinvestment. There are many reasons that contribute to this pattern that include high land values, poorly maintained or outdated buildings, and a lack of a clear vision or coordinated efforts among merchants, the City and other stakeholders. As stated in the RFP, a clear understanding and philosophy of continuous process improvement is needed to increase investment and provide the goods, service and jobs needed in the City. This recruitment plan and its implementation, along with our loan programs and City incentives can assist in making the City not only sustainable but prosperous.

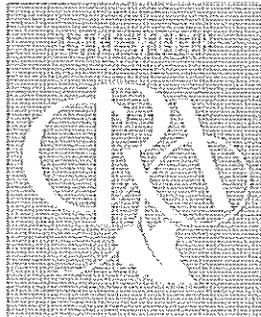
RECOMMENDATION

Staff recommends the Board accept the Committee's recommendation and approve a contract between Retail Strategies Alabama, LLC. and the Lake Worth CRA.

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

Background

The Lake Worth City Commission adopted Resolution 47-89 in 1989, creating the Lake Worth Community Redevelopment Agency. The CRA is a quasi-public agency that operates under Florida State Statute 163, Part III. A Community Redevelopment Plan was produced in 1989 to outline the community's desired public and private improvements along with a funding program, including the use of tax increment funds. In 2001, the boundaries of the CRA were expanded to include all of Dixie Highway and the areas including and surrounding 6th and 10th Avenue, also known as the "Gateways."

The primary source of funding is provided through tax increment financing. Tax increment revenues are deposited into a redevelopment trust fund. The taxable value of all real property in the redevelopment area is determined at a particular year, also known as the "base year." Contributing taxing authorities, such as the City and County, continue to receive ad valorem taxes. Any increase in ad valorem revenue above the base year value is deposited into the redevelopment trust fund and used to carry out redevelopment activities.

The Lake Worth CRA is governed by a seven member volunteer Board appointed by the City Commission. The Board serves the area by implementing Redevelopment Plan objectives and promoting redevelopment activities. The CRA has undertaken substantial projects over the past several years. The Neighborhood Stabilization Program provided the Agency with over \$23M to rehabilitate and build new affordable/workforce housing in the area. The CRA began the LULA, Lake Worth Arts Program in 2008 with the goal of revitalizing the downtown area of the CRA district by infusing arts with other economic development efforts. The goal of the program includes the establishment of a cultural district to support local talent while promoting the City as a destination for the art-related businesses, art and cultural centers and educational arts-related institutions. Recently the CRA has initiated a small business loan program and has a land bank with several properties held for future development.

The Agency's TIF financing has been impacted by both policy decisions and the market over the past few years. Still, the Agency strives to leverage funds and attract private investment into the area by working closely with the City, County, and our community partners.

Dixie Highway, once a bustling retail and commercial center, continues to suffer from a myriad of old and new challenges that include older buildings, underutilized sites and land constraints. Once the "spine" or "Main Street" of the area, this area suffers from a lack of identity and character and in many areas, a lack of attractions or amenities. These challenges impact community livability as more and more business is conducted outside of the City. Goods and services and local jobs are no longer provided close to home and residents leave the area to shop and work. Although demand has been predicted by previous studies, the City continues to lack retail nodes or newer office space for workers. Understanding the City's market potential gives the City leverage with retailers and service providers. Without this understanding and a philosophy of continuous process improvement, the quality of life in a City or area will decline. Dixie Highway may move traffic in a quick fashion but the current form is not sustainable, nor can it be expected to thrive without change and direct intervention.

The City has recently gone through an overhaul of the land-use development regulations. The new ULDR's and the Future Land Use Map (FLUM) should be looked at in context to the developing market. These documents are available on the City's web site at www.lakeworth.org and www.municode.com.

Submittal of Proposals

The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Changes and Interpretations

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the CRA's website - www.lakeworthcra.org. It is the sole responsibility of each Proposer to check the CRA's website for posted addenda. The CRA will not mail or fax any addenda to a Proposer.

All questions regarding this RFP should be submitted in writing via mail or e-mail and must be received by the CRA no later than ten (10) calendar days prior to the due date for proposals:

CRA Office
29 South "J" Street
Lake Worth, FL 33460
cdabros@lakeworth.org

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The CRA will strive to issue all addenda at least three (3) business days before the proposal due date; however, the CRA reserves the right to issue any addenda at any time.

Property of the CRA

All materials submitted in response to this RFP become the property of the CRA. The CRA has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

- | | |
|--|-----------------------------|
| ▪ Questions from Potential Proposers Due | (March 17, 2015) |
| ▪ Proposal Response Due | (March 17, 2015 at 12pm) |
| ▪ Short List Announcement (if needed) | Approximately 2 weeks later |
| ▪ Proposal Selection | Approximately 3 weeks later |

The CRA reserves the right to amend the anticipated schedule as it deems necessary.

Ethics Requirement

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with CRA representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the CRA without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA. Any action taken by the CRA in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

Contract Agreement

The terms and conditions of the resulting contract for the services to be rendered will be negotiated with successful Proposer. If the CRA and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the CRA reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the CRA is able to enter into a contract with a Proposer that best meets the needs of the CRA.

Insurance Requirements

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 (\$2,000,000.00 aggregate) 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 as an "Additional Insured".

Evaluation and Award

The CRA will assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the CRA Board. The Procurement Official will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The CRA Board is not bound by the recommendation of the Evaluation Committee and the CRA Board may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the CRA District.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the CRA to award the proposal to the lowest priced proposer, and the CRA reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the CRA District. The CRA shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

While the CRA allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the CRA. **Evaluation Scoring Criteria has been incorporated into the RFP document specifics.**

Representations by Submittal of Proposals

By submitting a proposal, the Proposer warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the CRA and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the CRA/City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

F. Proposer recognizes and agrees that the CRA will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

Protests

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the CRA in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

Compliance

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

PROJECT SCOPE

The goal of this market study is to complete and assessment of the entire Lake Worth Dixie Highway corridor (from the Lantana city limit to the West Palm Beach city limit) current economic market and climate, to project its future business development potential, to analyze market sectors and shares, describe business types most appropriate for various areas and to identify opportunity sites for new business creation.

Output must include:

- A comprehensive market and retail feasibility study and gap analyses
- The development of a business strategy plan for the City, in particular the CRA district, including Dixie Highway, the Gateways, Federal Highway and Lake and Lucerne Avenue corridors (between A Street and Golfview Road).
- Retail analyses and strategic leasing plan
- Identification of prospects
- Execution of business leasing strategic plan

The process will involve:

- Data collection – tours and analysis
- Meetings with stakeholders to include CRA Board Members and Staff, City Commissioners and Staff, local businesses, property owners, business associations and residents and business customers. This may include up to two (2) public workshops.
- Analysis of data collected put into report form – this should include all the collected data, analysis, and catalog of commercial properties, including site specific information and tracking of interaction with prospective retailers.
- Presentations to Staff, CRA Board and City - to include up to three (3) publicly held meetings

PROPOSAL REQUIREMENTS:

All applicants must provide a company introduction, a description of prior experience, the firms capacity and three references including the name of the project referenced , contract time span and dollar amount , contact person and contact information. Responding firms should also demonstrate a clear understanding of the local economy and the CRA's redevelopment plan.

Written text in the proposal must be printed on 8 ½ by 11 paper using 12pt. font.

Process for Consideration of Proposals

Selection Criteria and Points

Scope of Services – firm has clear understanding of services needed, the local economy and demonstrates administrative and staffing ability to complete the project in the time specified. 20 points

Statement of Qualifications - past record of professional accomplishments with similar studies. Respondents should provide staff resumes. 20 points

Previous Experience – past record of professional accomplishments with similar studies and recruitment efforts. - 35 points

Timetable for Deliverables – ability to design an approach and work plan to meet project requirements. 10 points

Project Costs – quotation of rates, fees or charges and other detailed cost-proposal or cost-breakdown information is reasonable and within budget. 15 points

Total – 100 points

CRA Staff will be responsible for ensuring all submittals responded to the RFP accordingly and have provided all the necessary information to be considered “responsive.” This includes handing the proposal in by the time and date specified earlier in this request. The CRA will establish an evaluation committee to

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: _____

Authorized
Signature: _____
Signature Print Name

Title: _____

Physical
Address: _____
Street

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Web Site: _____

Federal Identification Number: _____

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 _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

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.**

LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

RFP #02-2015: Retail Feasibility, Strategic Planning & Business Recruitment (Retail Market Study)

CRA CONFERENCE ROOM

TUESDAY, MAY 19, 2015

2:30PM

COMMITTEE MEMBERS IN ATTENDANCE:

- Mr. Chris Dabros – *Lake Worth CRA*
- Ms. Joan Oliva – *Lake Worth CRA*
- Ms. Dolores Key – *City of Lake Worth*
- Mr. John Paxman – *Lake Worth CRA Board Member*

ALSO IN ATTENDANCE:

City of Lake Worth Commissioner Andy Amoroso

The meeting was called to order at 2:35pm.

All committee members introduced themselves.

Committee members were reminded that this RFP was made known to the public on February 20, 2015. Responses were due back to the CRA office by March 27, 2015. The CRA received three responses. The committee members unanimously agreed that the CRA should rank all responses and enter into negotiations with the top ranked firm.

Ms. Key and Ms. Oliva both mentioned that they did not score the proposal from Erica Francis due to the lack of a information sheet and drug free workplace certification form. They did not believe the proposer adequately understood the scope of work.

Ms. Key believes that The Retail Coach put more of an effort into their proposal. She liked that the Retail Coach uses the ESRI GIS tool. However, Ms. Key believes that the Retail Coach will act as more of a coach and not as hands on. She believes that Retail Strategies will act as an extension of City Staff, which is beneficial. Ms. Key likes the experience that Retail Strategies has in the State of Florida and feels that their results show a better return on investment.

Ms. Oliva agrees with Ms. Key’s findings. Although she felt that Retail Coach provided a better presentation, Retail Strategies appears to be more hands on and less coaching the client. Ms. Oliva likes that Retail Strategies appears to attend many conferences and has experience in Florida.

Mr. Paxman said that although he scored the Retail Coach highly, he does not prefer the ‘coaching’ method and wants a more hands on consultant.

Mr. Dabros said that he likes that Retail Strategies will be developing and providing marketing material for their clients. Mr. Dabros liked that Retail Strategies timeline is more aggressive that the Retail Coach. However, he does not like that CRA Staff will be responsible for obtaining traffic counts and images for Retail Strategies. Mr. Dabros liked that the Retail Coach will identify 10 sites for redevelopment and reach-out personally to 10- 20 development teams in the State of Florida. He also liked that the Retail Coach will be making a minimum of 3 visits to the City.

The committee members then tallied and provided their scoring sheets to Mr. Dabros, below are the final average scores and scores out of a total of 400 possible points:

FIRM	SCORE (out of 400 possible points)	TOTAL AVERAGE SCORE
<i>Erica Francis (individual)</i>	60	15
<i>Retail Strategies</i>	334	83.5
<i>The Retail Coach</i>	328	82

Based on the members’ scores, the committee recommends that CRA Staff enter into negotiations with *Retail Strategies* and create a contract for the CRA Board to review. The CRA Board will be encouraged to review all proposals and select their desired firm at an upcoming regularly scheduled CRA Board meeting.

The respondents were thanked for attending and the meeting was adjourned at 3:20pm.

Below is the detailed scoring sheet for all respondents:

Proposer	Erica Francis	Retail Strategies	The Retail Coach
Location	Lake Worth, FL	Birmingham, AL	Tupelo, MS
Point of Contact	Erica Francis	Matthew Petro	C. Kelly Cofer
Scope of Services – firm has clear understanding of services needed, the local economy and demonstrates administrative and staffing ability to complete the project in the time specified. - 20 points	Dabros: 10 Paxman: 5 Key: 0 Oliva: 0	Dabros: 18 Paxman: 15 Key: 18 Oliva: 20	Dabros: 19 Paxman: 20 Key: 20 Oliva: 10
Statement of Qualifications - past record of professional accomplishments with similar studies. Respondents should provide staff resumes. - 20 points	Dabros: 5 Paxman: 5 Key: 0 Oliva: 0	Dabros: 15 Paxman: 15 Key: 20 Oliva: 20	Dabros: 15 Paxman: 20 Key: 17 Oliva: 17
Previous Experience – past record of professional accomplishments with similar studies and recruitment efforts. - 35 points	Dabros: 5 Paxman: 10 Key: 0 Oliva: 0	Dabros: 20 Paxman: 20 Key: 32 Oliva: 33	Dabros: 20 Paxman: 25 Key: 30 Oliva: 30
Timetable for Deliverables – ability to design an approach and work plan to meet project requirements. - 10 points	Dabros: 5 Paxman: 10 Key: 0 Oliva: 0	Dabros: 8 Paxman: 10 Key: 10 Oliva: 9	Dabros: 8 Paxman: 10 Key: 8 Oliva: 5
Project Costs – quotation of rates, fees or charges and other detailed cost-proposal or cost-breakdown information is reasonable and within budget. - 15 points	Dabros: 5 Paxman: 0 Key: 0 Oliva: 0	Dabros: 14 Paxman: 10 Key: 13 Oliva: 14	Dabros: 15 Paxman: 15 Key: 14 Oliva: 10
TOTAL's:	<i>Dabros: 30 Paxman: 30 Key: 0 Oliva: 0</i>	<i>Dabros: 75 Paxman: 70 Key: 93 Oliva: 96</i>	<i>Dabros: 77 Paxman: 90 Key: 89 Oliva: 72</i>
TOTAL (average):	15	83.5	82



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

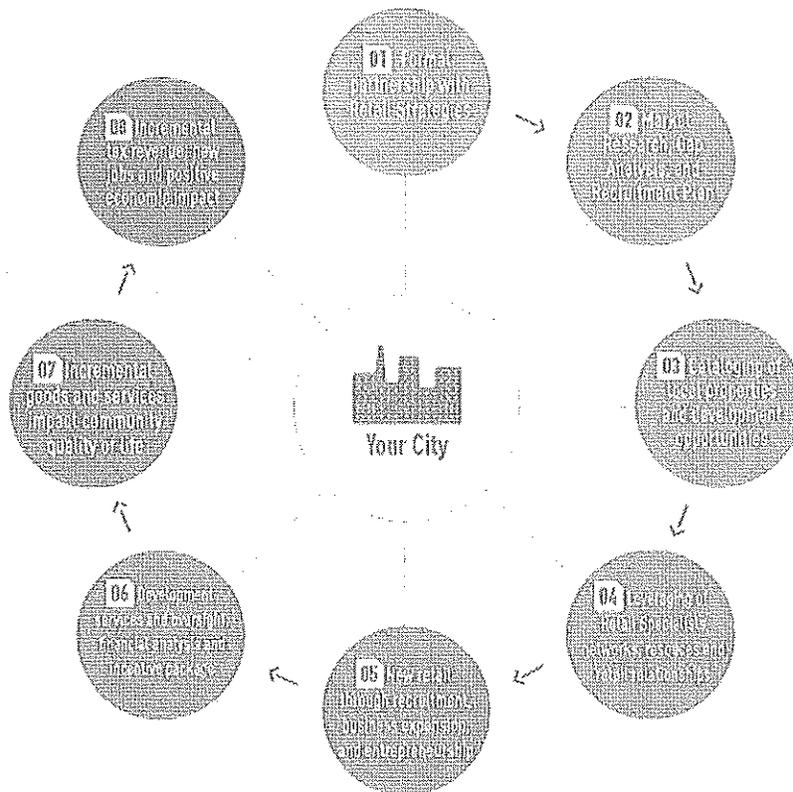


EXECUTIVE SUMMARY

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 SILSBREE, III
PRINCIPAL

Mead Silsbree 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 Foesackly'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 aeriels, 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 markets 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 markets Strategic retail Recruitment Plan.



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



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:  Robert Jolly
Signature Print Name

Title: Partner

Physical Address: 120 18th Street South, Suite 201
Street
Birmingham AL 35233
City State 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.

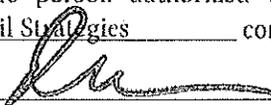
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(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.

 3/23/2015
Authorized Representative's Signature Date

Robert Jolly Partner
Name: 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**

**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: _____
Joan Oliva, Executive Director

ATTEST:

Print Name: _____
Title: _____

RETAIL STRATEGIES ALABAMA, LLC, an
Alabama limited liability company

ATTEST:

Print Name: _____
Title: _____

By: _____
Print Name: W. Mead Silsbee, III
Title: Manager

(CORPORATE SEAL)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015
by _____, as _____, of Retail Strategies Alabama,
LLC, an Alabama limited liability company, and who is personally known to me or who has
produced the following _____ 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

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.