

TAB 2

**Central Economic Development Center,
Inc.**

INVOICE

302 Manatee Avenue East, Suite 303
 Bradenton, Fl 34208
 941-744-2984
 EIN 26-0471643

INVOICE #005
 DATE: JANUARY 14, 2009

TO:
 Tanya Lukowiak, City of Palmetto, Community
 Redevelopment Agency, Executive Director
 516 8th Avenue West
 Bradenton, Fl 34221

FOR:
 Delivery of Economic Development Services
 [P.O. #]

DESCRIPTION			AMOUNT
<p>RETAINER FOR SERVICES TO BE RENDERED IN January, February and March 2009: Planned Services</p> <p>Homeownership Training for Palmetto residents (residents then eligible for state and local down payment assistance)</p> <p>Non profit training for Palmetto residents</p> <p>Business Loan Pool (funds derived from façade improvement monies)</p> <p>CHDO housing project in City of Palmetto and CHDO research for funding of an affordable housing study for City of Palmetto residents</p> <p>The following represents serviced provided in Oct, Nov, Dec 2008</p> <p>PCRA Counseling – 11 unique clients</p> <p>Commercial loan Portfolio Management for Palmetto based business</p> <p>Palmetto Client received State MBE certification (certificate attached)</p> <p>Participation and research for 11/24/08 Florida Department of Community Affairs conference call for Small Cities regarding opportunities for federal neighborhood stabilization funds</p>			18,750.00
		TOTAL	\$18,750.00

Make all checks payable to Central Economic Development Center, Inc.

Thank you for your business!

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between the **CITY OF PALMETTO COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163.356, Florida Statutes, and Central Economic Development Center, Inc., a Florida non-profit corporation whose mailing address is 302 Manatee Avenue East, Suite 310, Bradenton, Florida 34208 ("CEDC").

WHEREAS, the CRA desires to employ CEDC to provide professional services within the Community Development District; and

WHEREAS, the CRA has established a budget and provided for the purchase of such services; and

WHEREAS, Chapter 2, Section 2-58, of the City of Palmetto's Code of Ordinances authorizes the CITY to award contracts without competition in cases where there is only one vendor who can provide required services (known as "sole-source" purchases); and

WHEREAS, in accordance with Section 2-58 of the City of Palmetto's Code of Ordinances, the CRA has conducted a good faith review of potential vendors who can perform the requirements under this Agreement; and

WHEREAS, after conducting such review, the CRA has determined that only CEDC possesses the unique and singular capability to perform the services provided for under this Agreement; and

WHEREAS, the CRA's Executive Director has conducted negotiations with CEDC as to price, delivery of services and terms; and

WHEREAS, the CRA's governing board desires to approve this sole-source purchase of services from CEDC; and

WHEREAS, the CRA and CEDC desire to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, CRA and CEDC agree as follows:

ARTICLE 1. SCOPE OF AGREEMENT

The City of Palmetto CRA agrees to retain CEDC for the purpose of providing economic development, business counseling and project management services. This Agreement sets forth the general terms and conditions pursuant to which CRA retains CEDC to provide said professional services. The Scope of Services for this Agreement is attached hereto and incorporated herein as **Exhibit A**.

ARTICLE 2. COMPENSATION

CRA shall remit four lump sum payments of \$18,750.00 (Eighteen thousand dollars) to CEDC. The first payment will be due upon execution of this Agreement. The second payment shall be invoiced simultaneously with presentation of supporting documentation of services provided by the CEDC to the CRA approximately 15 days after execution of this Agreement. The third payment will be invoiced simultaneously with presentation of supporting documentation of services provided by the CEDC to the CRA approximately 90 days after invoice of the second lump sum payment. The fourth payment will be invoiced simultaneously with presentation of supporting documentation of services provided by the CEDC to the CRA approximately 90 days after invoice of the third lump sum payment. The CRA's payment of the second and third payments shall be contingent upon the CRA Executive Director's approval of services rendered in the prior pay period.

All costs relating to the provision of services as outlined in the Scope of Services attached hereto and incorporated herein as **Exhibit A** shall be the responsibility of the CEDC.

ARTICLE 3. INVOICES AND TIME OF PAYMENT

CEDC shall provide CRA with an invoice which shall include all compensation due CEDC as of the date of the invoice and in accordance with the following:

A. CEDC shall provide CRA with invoices not more frequently than once a month for each calendar month in which services are provided.

B. CEDC's invoice shall be in a form acceptable to CRA, provide specific details with respect to actual services, and include other such detail as may reasonably be requested by CRA.

C. Total compensation to CEDC for services and reimbursable expenses shall not exceed the amounts provided in Article 2 herein.

D. Payment shall be made only after receipt and approval of goods and/or services.

E. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).

F. Any dispute between CRA and CEDC with regard to the percent of a task

that has been completed or CEDC's invoice shall be resolved in accordance with the provision of Article 8 of this Agreement.

G. The CEDC agrees to permit full and open inspection of time records and other expenditures in connection with all work upon the request of the CRA and to maintain all financial records related to this Agreement for a period of three (3) years after termination or completion of the performance of this Agreement.

H. All costs of providing the scope of services described in Exhibit A shall be the responsibility of the CEDC.

ARTICLE 4. DURATION OF AGREEMENT

This Agreement shall be effective November 18, 2008 and remain in effect through September 30, 2009 unless either party hereto shall cancel it by giving to the other party a written notice of thirty (30) days in advance of the desired date of cancellation.

ARTICLE 5. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the CRA in whole or in part at any time. The CRA expressly reserves the right to seek termination or cancellation of this Agreement in the event the CEDC shall be placed in either voluntary or involuntary bankruptcy. The CRA further reserves the right to terminate or cancel this Agreement in the event the CEDC makes an assignment for the benefit of creditors.

B. If the CRA determines that the performance of the CEDC is not satisfactory, the CRA shall have the option of (1) terminating the Agreement upon providing CEDC with ten (10) days prior written notice, or (2) notifying the CEDC of the deficiency with a requirement that the deficiency be corrected within a specified period of time. If the deficiency is not, in the sole judgment of the CRA, corrected within the specified period of time, then the Agreement will be terminated at the end of such time.

C. If the CRA requires termination of this Agreement for reasons other than unsatisfactory performance of the CEDC, the CRA shall provide the CEDC with written notice of such termination and (1) specify the effective date of termination, which date shall be no less than ten (10) days from the date of said written notice, or (2) specify the stage of work at which the Agreement is to be terminated.

D. If this Agreement is terminated before performance is completed, the CEDC shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the CRA and will be promptly delivered to the CRA by the CEDC.

E. Should CRA elect to terminate this Agreement in its entirety, CEDC shall be entitled to compensation for all services rendered or performed through the date of

termination, provided CRA has given CEDC written notice ten (10) days in advance of the date of such termination and provided that services rendered do not exceed the maximum amount of compensation authorized in Article 2.

ARTICLE 6. COVENANTS OF THE CRA

The CRA hereby covenants and agrees:

A. That the CRA Executive Director is hereby appointed as the CRA's Contract Manager with respect to the services to be performed by the CEDC pursuant to this Agreement. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the CRA and make decisions pertinent to services covered by this Agreement. The Contract Manager shall have the right, from time to time, to designate such other employees of the CRA of Palmetto as he desires, to serve in his absence. The CRA reserves the right to designate a different Contract Manager, provided that the CEDC is given written notice thereof.

B. The CRA shall make available, at no cost to the CEDC, information relative to the project that is useful in the performance of the Scope of Services.

C. The CRA shall give prompt notice to the CEDC whenever the CRA observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

F. Nothing contained in this Agreement shall be construed as prohibiting the CEDC from performing professional services, for another entity.

ARTICLE 7. COVENANTS OF THE CEDC

CEDC hereby covenants and agrees:

A. That Alison A. Hewitt is the Executive Director of CEDC and is hereby appointed as CEDC's Agent with respect to the services to be performed by the CEDC pursuant to this Agreement. The CEDC's Agent shall have the authority without limitation, to make representations on behalf of CEDC, receive information, and interpret and define the needs of CEDC and make decisions pertinent to services covered by the Agreement. CEDC's Agent shall have the right, from time to time, to designate such other employees of CEDC's as he desires, to serve in his absence. CEDC reserves the right to designate a different agent, provided that the CRA is given written notice thereof.

B. That all services shall be performed in accordance with the terms and conditions of this Agreement.

C. That all employees or subcontractors assigned to render services under this

Agreement shall be duly qualified, registered, licensed, or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which are not in conflict with this Agreement.

D. That CEDC shall be responsible for collecting all existing data required for the successful completion of each task.

E. That CEDC shall not knowingly engage in any contractual or professional obligations that create a conflict of interest with respect to the services provided pursuant to this Agreement. In the event of an appearance of conflict, the CEDC shall provide the CRA written notice of said appearance to afford the CRA sufficient time to retain an independent non-profit to act on the CRA's behalf.

F. The CEDC shall be entitled to rely upon that information, which may be provided them from time to time, from the CRA or others on behalf of the CRA. CEDC shall, however, call to the CRA's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the CRA in the identification and resolution of same. The CRA shall, however, hold CEDC fully responsible for verifying, to the extent practicable, documents and information provided by the CRA or other parties and identifying its obvious deficiencies concerning documents and information provided. The CEDC agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

ARTICLE 8. DISPUTE RESOLUTION

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, CEDC shall submit his claim, with the basis for the dispute, in writing to the CRA of Palmetto Purchasing Manager for a determination and handling in accordance with the provisions of the CRA of Palmetto Procurement Code. Any dispute resolution agreed to by CRA's Contract Manager, constituting a material change in this Agreement will not be final until approved by the CRA Council. If any such dispute involves the percentage of task completed by CEDC, CRA shall, as promptly as reasonably possible after resolution of such dispute, forward payment to CEDC of any amount determined to be due and owing.

The services shall be performed by the CEDC to the reasonable satisfaction of the CRA, and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, which cannot be settled by mutual agreement of the parties, shall be settled by recourse to litigation under Florida law. Any such lawsuit shall be filed only in Manatee County, Florida.

ARTICLE 9. PROPERTY OF THE CRA

All reports, technical information, working data tabulation, background information, and information provided, obtained or prepared by the CEDC and relating directly to the CRA are the property of the CRA without restriction or limitation on their use and shall be made available upon request of the CRA at any reasonable time, including all finished and unfinished documents and other material prepared or obtained by the CEDC.

The CRA shall have the right to use, without restriction or limitation for CRA government purposes and without additional charge, CEDC development software programs used in conjunction with the duties and responsibilities of CEDC under this Agreement. Except for the rights stated above, CRA shall not own or claim any right, title, or interest in CEDC's software programs.

ARTICLE 10. INDEMNIFICATION

The CEDC hereby agrees to indemnify, defend, save and hold harmless the CRA from all costs, expenses, claims, demands, liabilities, judgments and suits of any nature whatsoever, arising out of, because of, or due to any negligent error, omission, or professional malpractice by the CEDC, or due to the breach of this Agreement by the CEDC, its agents or employees. It is specifically understood and agreed that the provisions of this Article are not intended to cover or indemnify the CRA for its own negligence or breach of contract.

The CRA hereby agrees to indemnify, defend, save and hold harmless the CEDC from all costs, expenses, claims, demands, liabilities, judgments and suits of any nature whatsoever, arising out of, because of, or due to any negligent error, omission, or professional malpractice by the CRA, or due to the breach of this Agreement by the CRA, its agents or employees. It is specifically understood and agreed that the provisions of this Article are not intended to cover or indemnify the CEDC for its own negligence or breach of contract.

ARTICLE 11. INSURANCE COVERAGE

A. **PROFESSIONAL LIABILITY.** The CEDC shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered in accordance with this Agreement, in the minimum amount of \$500,000.00. As an alternative to a professional liability insurance policy, the CEDC may submit an irrevocable letter of credit, naming the CRA as beneficiary and issued pursuant to Section 337.1 06 and Chapter 675, Florida Statutes, in the amount of \$500,000.00. The CEDC shall maintain professional liability coverage for a minimum of three years after completion of the services rendered herein.

B. COMMERCIAL GENERAL LIABILITY. The CEDC shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverage as follows:

General aggregate	
Products /Completed Operations aggregate....	\$300,000
Personal and advertising injury.....	\$300,000
Each occurrence.....	\$300,000

C. BUSINESS AUTO POLICY. Should the CEDC obtain a business auto, the CEDC shall have and maintain, during the period of this Agreement, a business auto insurance policy or policies affording minimum coverage as follows:

Each occurrence per bodily injury and property damage liability.....	\$300,000
Annual aggregate (if applicable)...3 x each occurrence limits	

D. WORKERS' COMPENSATION. The CEDC shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.

E. CERTIFICATION OF INSURANCE AND COPIES OF POLICIES. A Certificate of Insurance evidencing the insurance coverage specified in the four above paragraphs A., B., C., and D., shall be filed with the Purchasing Manager before operations are begun. The required certificate of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the CRA in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

If the initial insurance expires prior to the completion of operations and or services by the CEDC, a renewal certificate of insurance shall be furnished by the CEDC and delivered to the Purchasing Manager thirty (30) days prior to the date of their expiration.

ARTICLE 12. INFORMATION REPORTS

The CEDC shall provide all information and reports required by CRA policies, procedures, regulations, rules, orders, and/or instructions. Where any information required of the CEDC is in the exclusive possession of another who fails or refuses to furnish the information, the CEDC shall certify such to the CRA, as appropriate, and shall set forth what efforts have been made to obtain the information.

ARTICLE 13. LEGAL RESTRAINTS AND LIMITATIONS

The CEDC acknowledges that the CRA, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The CEDC agrees that all professional services rendered or performed by the CEDC pursuant to the provisions of this Agreement shall be in compliance therewith.

ARTICLE 14. ASSIGNMENT AND SUBCONTRACTS

It is expected that the CEDC shall have standard in-house capability to provide all the services required by this Agreement. The CEDC shall not sublet, assign or transfer any work under this Agreement to another CEDC or contractor, without the prior written consent of the CRA. Should the CEDC, with the written consent of the CRA, utilize the services of a subcontractor, the subcontractor shall be required to adhere to applicable provisions of this Agreement. The utilization of any such subcontractor by the CEDC shall not relieve the CEDC from any liability or responsibility to the CRA pursuant to the provisions of this Agreement or obligate the CRA to the payment of any compensation to the subcontractor or additional compensation to the CEDC.

ARTICLE 15. SOLICITATION OF CONTRACT

The CEDC warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CEDC to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CEDC, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CRA shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 16. NOTICES

All notices, requests, and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To the CRA: Tanya Lukowiak, Executive Director
 City of Palmetto CRA
 516 8th Ave. W.
 Palmetto, FL 34221

To the CEDC: Alison A. Hewitt, Executive Director
CEDC, Inc.
302 Manatee Avenue East, Suite 310
Bradenton, Florida 32408

ARTICLE 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida.

ARTICLE 18. NON-DISCRIMINATION PROCEDURES

During the performance of this Agreement, the CEDC agrees as follows:

A. The CEDC will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, (including apprenticeship and on-the-job training).

B. No person in the United States shall, on the grounds of race, creed, sex, color, national origin or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

ARTICLE 19. KEY PERSONNEL

The following Key personnel are hereby assigned to the project by the CEDC and shall not be removed from the project until alternate personnel acceptable to the CRA are approved, in writing, by the CRA:

Alison A. Hewitt, Dwight Reynolds, and Veatrice Farrell

ARTICLE 20. PROPRIETARY INFORMATION

In the event City of Palmetto CRA discloses information to CEDC that City of Palmetto CRA considers being proprietary and so notifies CEDC, CEDC agrees to hold the Proprietary Information with at least the same degree of care and safeguards that it takes with his own proprietary information. Proprietary Information shall be used by CEDC in connection with services rendered under this Agreement. Proprietary Information shall not be deemed to include information that (a) is in or becomes in the public domain without

violation of this Agreement by CEDC, or (b) is already in the possession of CEDC, as evidenced by written documents, prior to the disclosure thereof by City of Palmetto CRA, or (c) is rightfully received from a third entity having no obligation to City of Palmetto CRA and without violation of this Agreement by CEDC. CEDC warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement. The confidentiality provisions of this section shall survive any termination of this Agreement for a period of five (5) years after such termination.

ARTICLE 21. LEGAL QUALIFICATIONS AND ETHICAL CONSIDERATIONS

The CEDC warrants that it is a company in good standing, and that it is duly permitted by the laws of the State of Florida to render the services required under this Agreement, in the State of Florida. The CEDC recognizes that in rendering or performing services pursuant to the provisions of this Agreement, the CEDC is working for the residents of the CRA of Palmetto, Florida, subject to public observation, scrutiny and inquiry, and based upon said recognition the CEDC shall, in all of its relationships with the CRA pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards and the reasonable traditions of professional CEDC.

ARTICLE 22. ACCEPTANCE

When the services to be provided by the CEDC under this Agreement are complete, the CEDC shall notify the CRA in writing. Thereupon the CRA, within thirty (30) days, shall either provide its written acceptance or give the CEDC written notice of any unfinished or improperly performed services to be finished or corrected; if such written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by the CRA. However, acceptance of the work performed by the CEDC shall not be construed to be an acceptance of improper, defective, or deficient work.

ARTICLE 23. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 24. DRUG FREE WORKPLACE

The CEDC agrees to maintain its drug free workplace program throughout the term of this contract.

ARTICLE 25. MISCELLANEOUS

A. The CEDC and the CRA agree that the CEDC, its employees, and subcontractors are not employees or agents of the CRA as a result of this Agreement or in the performance of any duties pursuant to this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is further agreed that venue for any legal or equitable action arising from or related to this Agreement shall be in Manatee County, Florida.

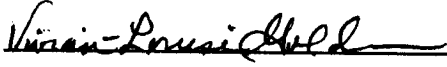
F. The following Exhibit is attached hereto and made a part hereof:

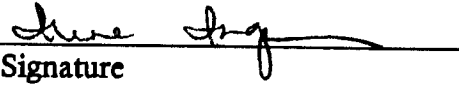
Exhibit A - Scope of Services

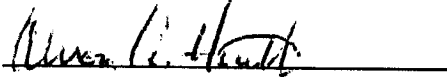
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 25th day of November, 2008.

Witnesses:

CENTRAL ECONOMIC DEVELOPMENT
CENTER, INC.



By: 
Signature

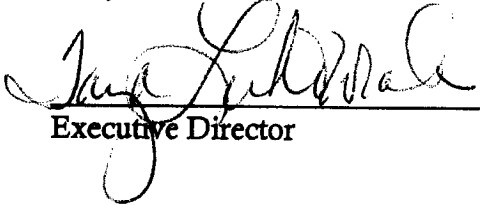


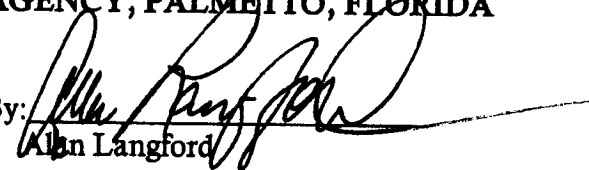
Print Name: Irene Ingram

Title: Chairperson of Board

ATTEST:
Tanya Lukowiak

COMMUNITY REDEVELOPMENT
AGENCY, PALMETTO, FLORIDA


Executive Director

By: 
Alan Langford

Date: Nov 25, 2008, 2008

EXHIBIT A

Scope of Services

CEDC shall provide general management and oversight of a Business Assistance Program ("BPA") substantially similar to the program currently operating in the Central Community Development District in Bradenton Florida, to include providing basic business assistance, business counseling, and coordinating the business and financial counseling programs with other service providers.

The services to be provided by CEDC shall include, but not be limited to, the following:

- 1. Provide quarterly reports to the Palmetto CRA and the Palmetto City Commission and presentations upon request.**
- 2. Intake services: determine what services are needed by BAP City of Palmetto CRA**
- 3. Start-up counseling for prospective entrepreneurs**
- 4. Basic business counseling for existing businesses**
- 5. Business coaching**
- 6. Assist City of Palmetto CRA in using the Business Resource Center**
- 7. Coordinate the Center's Training Program**
- 8. Financial counseling to potential business owners**
- 9. Review and analyze financial information submitted by potential business owners**
- 10. Underwrite commercial loan requests for business and residents located within the City of Palmetto CRA District**
- 11. Package loan requests submitted to CEDC**

14. Underwrite economic development packages for businesses relocating into the City of Palmetto CRA
15. Institute and manage loan pool established by City of Palmetto CRA for residents of the CRA District
16. Provide Homeownership training opportunities to the residents of the City of Palmetto
17. Work with the Palmetto CRA to develop potential Community Housing Development Organization (CHDO) projects for the City of Palmetto