

5. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE SECOND MODIFICATION TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE PALM BEACH CONSULTING GROUP LLC (CONSULTANT) TO PROVIDE THE AGENCY PROFESSIONAL FINANCIAL EXPERTISE AND SERVICES; PROVIDING AN EFFECTIVE.  
**(ATTACHMENT - # 5)**

RESOLUTION NO. 2011-\_\_\_

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE SECOND MODIFICATION TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE PALM BEACH CONSULTING GROUP, LLC (CONSULTANT) TO PROVIDE THE AGENCY PROFESSIONAL FINANCIAL EXPERTISE AND SERVICES; PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

**WHEREAS**, the Agency and the Consultant entered into an agreement for the Consultant to provide the Agency with professional financial expertise with written summaries, and revised financial control policies (the "Original Agreement"); and,

WHEREAS, the Agency and the Consultant entered into a modification of the Original Agreement on or about May 11, 2011 ("First Modification")(the Original Agreement and the First Modification will be collectively referred to as the "Agreement"); and

**WHEREAS**, the Agency and the Consultant desire to modified the Agreement by changing the scope of services, increasing the compensation and extending the term.

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

SECTION 1. The Agency hereby approves the attached Second Modification to the Professional Services Agreement with The Palm Beach Consulting Group, LLC.

SECTION 2. This resolution shall be effective immediately upon its adoption.

[Signatures on next page]

PASSED AND ADOPTED this 28<sup>th</sup> day of September, 2011.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

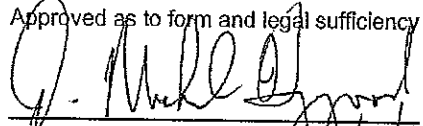
By: \_\_\_\_\_  
Name: Judy L. Davis  
Title: Chairperson

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

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

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

Approved as to form and legal sufficiency



J. Michael Haygood  
Haygood & Harris LLC  
General Counsel to CRA

Date 09/20/2011

SECOND MODIFICATION TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
THE PALM BEACH CONSULTING GROUP, LLC.

THIS SECOND MODIFICATION TO AGREEMENT FOR PROFESSIONAL SERVICES is made as of \_\_\_\_ day of September, 2011, by and between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("CRA") and THE PALM BEACH CONSULTING GROUP, LLC, a Florida limited liability company ("Consultant").

WHEREAS, the CRA and Consultant entered into a Professional Services Agreement regarding financial and administrative services for the Marina District dated February 9, 2011, as amended by the First Modification to the Agreement for Professional Services dated May 11, 2011 (collectively the "Contract"); and,

WHEREAS, Consultant and CRA wish to amend the Contract to modify the scope of services, increase the limit of compensation under the Contract and extend the term of the contract through September 30, 2012.

NOW, THEREFORE, in consideration of the foregoing, and the following covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledged the CRA and the Consultant hereby agree as follows:

Section 1. Section 1, Purpose and Scope of Services of the Contract is deleted in its entirety and the following language is substituted therefore:

Purpose and Scope of Services

**A. Project Administration and Oversight of the BB&T Project Loan Fund**

1. Provide oversight and overall administration of the BB&T Loan Project Fund and associated accounts. Insure that Fund and bank account funds are properly administered, controlled, reported on, and expended according to the terms and conditions of the Loan. Develop the appropriate systems and procedures to insure compliance and insure the system can track expenditures

at the individual project level.

2. Assist the Agency in negotiations of Project contracts and selection and negotiations of project construction contracts, until an owner's representative is hired by the Agency.
3. Review contracts between vendors and the Agency for services to be performed, as assigned. Integrate terms into Project Loan Fund payable system and report performance to budget. When necessary, insure that contract provisions have been met and contract revisions have been made in a timely manner, pending hire of an Owner's Representative.
4. Review, provide input on, monitor progress billings and, when necessary, assist in the negotiation of revisions to Project contracts, as assigned.
5. Maintain the overall Project schedule and provide periodic reports and updates, as required, pending hire of an Owner's Representative.
6. Other activities and functions as identified by the Agency.

#### **B. Project Budgets**

1. Advise the Agency on the nature and scope of an interlocal agreement to provide for effective operation of municipal facilities and administration and control over construction of projects located in the Municipal Marina District area.
2. Working with the Agency, City, and Master Developer, develop operations plan for the public components of the Municipal Marina District, specifically the Marina, Newcomb Hall, Public/Green Market, and common area expenses.
3. Develop project initiative site development and construction budgets for the FY 2012 redevelopment projects

#### **C. Agency Policies and Procedures**

1. City Services Fee Payment Methodology
  - a. Develop and implement, with the assistance of the City, a methodology that complies with guidelines established by

the State Auditor General's Office. Implement for FY 2012 budgeted fee payment.

- b. Review the FY 2011 payment methodology used by the City and assist with identifying necessary documentation to support the payment, in compliance with guidelines established by the State Auditor General's Office.

**D. Agency Fiscal and Organizational Advisor**

1. Provide the Agency's Executive Director with financial analyses, evaluations, and project management support, as required.
2. Provide the Agency's Executive Director with such other services as may be required by an initiated work order.

Section 2. Paragraph 2 of the Contract is amended to provide that the total compensation to be paid to the Consultant, including direct expenses, shall not exceed an additional \$65,000.00.

Section 3. Paragraph 3 (A) is deleted in its entirety and the following language is substituted therefore:

A. Compensation provided under this Agreement shall not exceed \$65,000 which shall be paid in monthly payments based upon an hourly fee of \$150. Consultant shall provide a monthly statement of hours worked and tasks performed.

Section 4. Except as provided herein, all other terms, conditions and provisions of the Agreement, as herein extended, remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification to Agreement for Professional Services between the Riviera Beach Community Redevelopment Agency and The Palm Beach Consulting Group, LLC.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
JUDY L. DAVIS, CHAIR

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
J. Michael Haygood

CONSULTANT

THE PALM BEACH CONSULTING  
GROUP, LLC

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

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

Title: \_\_\_\_\_

# Riviera Beach Community Redevelopment Agency

## JUSTIFICATION FOR SOLE SOURCE PURCHASE

This questionnaire has been designed to assist staff in relating information necessary for the submission and review of sole source/sole brand purchase requisitions.

The Executive Director or authorized purchasing representative must provide the following information. If more space is needed, please attach additional page(s).

Name of Vendor: The Palm Beach Consulting Group, LLC

1. A description of the proposed purchase and the benefit of the purchase to the Agency.

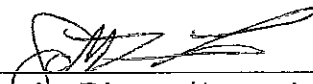
See "Scope of Professional Services" for The Palm Beach Consulting Group, LLC for the period October 1, 2011 - September 30, 2012 attached.

2. The reason why the requested product/service is the only product/service that meets Agency's requirements, and why competing products and/or services are not available. (Example: The products will be incorporated into existing equipment and use of competing equipment will void the product warranty.)

This agreement represents a continuation of services already provided by the vendor. See the "Business and Management Consulting Services Justification" for The Palm Beach Consulting Group, LLC attached.

3. The reason why only the requested vendor can provide the product and/or service(s). (Example: Service directly from the manufacturer is required to prevent voiding the current warranty.)

This agreement represents a continuation of services already provided by the vendor. See the "Business and Management Consulting Services Justification" for The Palm Beach Consulting Group, LLC attached.

  
\_\_\_\_\_  
Executive Director/Agency's Authorized Signature  
Tony Brown

Sept. 23, 2011  
Date



**The Palm Beach Consulting Group, LLC**  
**Scope of Professional Services**  
**October 1, 2011 - September 30, 2012**

**A. Project Administration and Oversight of the BB&T Project Loan Fund**

1. Provide oversight and overall administration of the BB&T Loan Project Fund and associated accounts. Insure that Fund and bank account funds are properly administered, controlled, reported on, and expended according to the terms and conditions of the Loan. Develop the appropriate systems and procedures to insure compliance and insure the system can track expenditures at the individual project level.
2. Be responsible for managing the Loan proceeds in support of the overall Project's scope, including budgeting, scheduling of projects, and the overall Project plan.
3. Assist the City/Agency in negotiations of Project contracts and selection and negotiations of project construction contracts, until an owner's representative is hired by the Agency.
4. Review contracts between vendors and the Agency for services to be performed, as assigned. When necessary, insure that contract provisions have been met and contract revisions have been made in a timely manner.
5. Review, provide input on, monitor progress billings and, when necessary, assist in the negotiation of revisions to Project contracts, as assigned.
6. Maintain the overall Project schedule and provide periodic reports and updates, as required..
7. Other activities and functions as identified by the Agency and the City.

**B. Project Management and Control**

1. Advise the Agency and the City on the nature and scope of an interlocal agreement to provide for effective operation of municipal facilities and administration and control over construction of projects located in the Municipal Marina District area. Agency and City issues and responsibilities related to the inter-local agreement include, but are not limited to, the respective role(s) of the City and the CRA; site improvements to be made and timing; compensation, funding, and method(s) of payment; construction method(s) to be utilized; publicity; taxes and assessments; processing of construction claims and change order processing; and operation of municipal facilities.
2. Working with the City, develop a conceptual plan for the coordination and operation (fiscal and operational) of the public components of the Municipal Marina District, specifically the Marina, Newcomb Hall, and Bicentennial Park.

3. Develop project initiative site development budgets, as required. Project initiative examples include, but are not limited to, the following.
  - a. Spanish Courts
  - b. Temporary Parking
  - c. Avenue E Street Improvements
  - d. Other
  
4. Develop and monitor program initiative budgets, as required. Program initiative examples include, but are not limited to, the following.
  - a. Marketing and Special Events
  - b. Clean & Safe Program
  - c. Real Estate Maintenance

**C. Agency Policies and Procedures**

1. Identify, develop, and implement office and project systems, processes, procedures, and controls to insure the effective operation of the Agency and oversight of program and project initiatives.
  - a. Contract Administration
  - b. Change Order Approval and Tracking
  - c. Program and Project Initiatives Payment Processing
  - d. Other Processes to be Determined
  
2. City Services Fee Payment Methodology
  - a. Develop and implement, with the assistance of the City, a methodology that complies with guidelines established by the State Auditor General's Office. Implement for FY 2012 budgeted fee payment.
  - b. Review the FY 2011 payment methodology used by the City and assist with identifying necessary documentation to support the payment, in compliance with guidelines established by the State Auditor General's Office.

**D. Agency Fiscal and Organizational Analysis**

1. Provide the Agency with financial analyses and evaluations, as required.
2. Provide the Agency with administrative support services, as required.
3. Provide project management and administration services in support of Agency projects, as required.
4. Provide the Agency with such other services as may be required.

**Riviera Beach Community Redevelopment Agency  
The Palm Beach Consulting Group, LLC  
Business and Management Consulting Services Justification**

Arnold Broussard, through his company The Palm Beach Consulting Group, LLC, has provided a variety of professional consulting services to the CRA and the City of Riviera Beach since 2007. He has been engaged by the City for five (5) project activities and the CRA has utilized his services for six (6) project activities. A list of the various projects follows.

**City of Riviera Beach Projects**

1. City of Riviera Beach - Analysis and Evaluation of Policies and Procedures (July 16, 2008)
2. City of Riviera Beach Municipal Marina - Organizational and Operational Review and Analysis (July 31, 2008)
3. City of Riviera Beach Infill Housing Program - Review and Analysis (August 14, 2009)
4. The City of Riviera Beach Utility Special District - Internal Audit Report for the Period October 15 - November 13, 2009; joint venture project (November 13, 2009)
5. Served as the Interim Project Manager representing the City and the CRA on the International Harbor at Riviera Beach redevelopment project (February 2010 - November 2010)

**Community Redevelopment Agency Projects**

1. Riviera Beach Community Redevelopment Agency Policy and Procedures Analysis - In Response to the Audit Findings and Recommendations of the State of Florida Auditor General's Report #2007 - 075 Dated December 27, 2006 (August 24, 2007)
2. Riviera Beach Community Redevelopment Agency Policy and Procedures Analysis - In Response to the Audit Findings and Recommendations of the State of Florida Auditor General's Report #2007 - 075 Dated December 27, 2006 - August 24, 2007 Report Update Through February 29, 2008 (February 29, 2008)
3. Riviera Beach Community Redevelopment Agency - Response to Report No. 2007-075 - Operational Audit of the City of Riviera Beach and Riviera Beach Community Redevelopment Agency for the Period October 1, 2004, through November 30, 2005, and Selected Actions Taken Prior and Subsequent Thereto (October 27, 2008)
4. Riviera Beach Community Redevelopment Agency Comprehensive Policies and Procedures Manual - Revised May 13, 2009 (May 13, 2009)

5. Served as the Interim Project Manager representing the City and the CRA on the International Harbor at Riviera Beach redevelopment project (February 2010 - November 2010)
6. Project Administrator, BB&T Loan fund and related projects; contract review; cost estimating and project budget preparation; financial system oversight; developing and implementing required systems and procedures; and, related project and Agency support activities (February 2011 to present)

While providing these services, he has developed an in-depth knowledge base of the financial, administrative, operational, redevelopment program and project, and general management issues affecting the CRA and the City. Mr. Broussard's work has always been conducted in a professional manner and at prices that are competitive amongst consulting professionals in the public accounting and general consulting professions. Additionally, he has been frequently called upon to provide pro-bono assistance to citizens and both the City and the CRA.

Mr. Broussard has developed a detailed knowledge of the City/CRA's redevelopment efforts in the Marina District, at-large, and the Municipal Marina District. He has been integrally involved in these and related project efforts since February 2010.

He has attended numerous City Council and CRA Board meetings since 2005. During that time has developed an extensive contact base of citizens and City/CRA staff at the senior staff and operational levels. He is knowledgeable of the various issues that affect the day-to-day lives of Riviera Beach's citizens through his involvement in public meetings throughout the City. He knows the people in Riviera Beach and they know and/or know of him. Mr. Broussard is also well known by every municipal publically elected official in Riviera Beach since 2005.

Mr. Broussard has proven to be uniquely qualified to provide a wide range of consulting, administrative, project management, and support services to the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency.