

6. **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A CONTRACT EXTENSION WITH THE PALM BEACH CONSULTING GROUP LLC (CONSULTANT) TO PROVIDE THE AGENCY PROFESSIONAL FINANCIAL EXPERTISE, AND SERVICES; PROVIDING AN EFFECTIVE DATE. (ATTACHMENT - # 6)**

RESOLUTION NO. 2011-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A MODIFICATION TO THE PROFESSIONAL SERVICE 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 desire to modified the Original 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 First Modification to the Professional Service Agreement with Palm Beach Consulting Group, LLC.

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

[Signatures on next page]

PASSED AND ADOPTED this 11th day of May, 2011.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

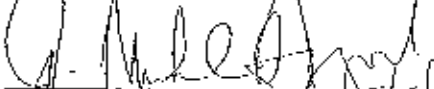
By: _____
Name: Judy L. Davis
Title: Chairperson

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 Date 5/16/2011
Haygood & Harris LLC
General Counsel to CRA

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

THIS FIRST MODIFICATION TO AGREEMENT FOR PROFESSIONAL SERVICES is made as of ____ day of May, 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 Service Agreement regarding financial and administrative services for the Marina District dated February 9, 2011 (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 Sept 30, 2011.

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 acknowledge 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 language is substituted therefore:

Purpose and Scope of Services

1. Provide set-up 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 procedures to insure compliance.
 - a. Be responsible for managing the Loan proceeds in support of the Project's scope, including the budget, schedule of projects, and the overall Project Plan.

- b. Assist the City/Agency in negotiations of Project contracts and selection and negotiations of project construction contracts.
 - c. Review cost estimating and monitor budgets approved through the Loan at all phases of the planned projects. Review construction contracts for clarity and completeness to insure that loan covenants and deadlines are met.
 - d. Insure that a plan for the participation of local and minority businesses is developed and implemented by all appropriate contractors involved in Project implementation. Monitor plan implementation and insure that contractor goals are met. Make periodic reports on the status of plan implementation and results to the Agency's Board, the City Council, and citizens/citizen groups, as appropriate. Achieves a record goal for minority participation in City projects.
 - e. Review contracts between vendors and the Agency for services to be performed, as assigned. When necessary, insure that contracts provisions and contract revisions have been met.
 - f. Participate in construction meetings with contractors, architects, and major subcontractors, as assigned.
 - g. Review progress billings and, when necessary, assist in the negotiation of revisions, as assigned.
 - h. Other activities and functions as identified by the Agency and the City.
2. Advise the Executive Director and the City on the nature and scope of an interlocal agreement to provide for effective administration and control over construction of projects located in the Marina District. Issues related to the inter-local agreement include, but are not limited to, the following.
- a. Issues and responsibilities to be resolved between the City and CRA (Project decisions, budgets, etc.)
 - b. Pro Forma for Marina Management Proposal
 - (1) Present City Financial Benefits - Net Income/Loss (Marina, Newcomb Hall and Tiki)

- (2) Pro Forma for City Benefits if CRA manages Site Plan Revenues (Marina, Mixed Uses, Parking)
- 3. Oversee and insure the proper recordation of the Ocean Mall Redevelopment (OMRD) construction payment transactions and, using the accounting methodology agreed upon, develop standard transaction formats for recording construction payment transactions for Marina District projects.
- 4. Develop a real property acquisition and disposal policy and associated procedures.
- 5. Revise Agency chart of accounts and transaction coding structure to properly account for, control, and report on capital budget projects.
- 6. Perform project administration and management functions including, but not limited to, the following.
 - a. Monitor the CRA Plan budget.
 - b. Develop project summaries.
 - c. Insure that project payments are made and accounted for in a timely manner, based on properly approved documentation.
 - d. Prepare responses to the New Markets Tax Credit application, as assigned.
 - e. Develop project site development budgets, as required. Project examples include, but are not limited to, the following.
 - (1) Spanish Courts
 - (2) Temporary Parking

Section 2. Paragraph 2 of the Contract is amended to provide that the total compensation to paid to the Consultant, including direct expenses, shall not exceed an additional \$50,000.00.

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 \$50,000 which shall be paid in 5 monthly payments of \$10,000. Consultant shall

provide a minimum of 67 hours per month in performing the services provided herein.

Section 3. 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 First Modification to Agreement for Professional Services between City of 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: _____

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT
AND
THE PALM BEACH CONSULTING GROUP LLC.**

This Professional Service Agreement is entered in this 9th day of February 2011, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes and The Palm Beach Consulting Group, LLC, a Florida limited liability company, (herein referred to as "Consultant"), .

WITNESSETH:

WHEREAS, the CRA desires Consultant to provide professional services to the Redevelopment Agency providing services outlined in Section 1 below, providing financial expertise, written summaries, and revised financial control policies (if required); and

WHEREAS, the Consultant has provided financial expertise and services to both the City and CRA in the past and has considerable knowledge of the Agency; and

WHEREAS, the Consultant prepared the Financial Policies and Procedures that may need to be modified/amended based on the work the Consultant will be assisting the agency with.

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

SECTION I. PURPOSE & SCOPE OF SERVICES.

To provide professional services to the Redevelopment Agency for financial expertise, written summaries, and revised financial control policies (if required) for the following tasks:

- A. Provide oversight of the Agency's accounting and financial reporting function. Major sub-project areas to include, but are not limited to, the following.
- Review and make recommendations on the CRA's fiscal year 2009 external audit and related recommendations in the audit management letter.
 - Review CRA/City financial information and the related system for reporting CRA financial operating results to the City and recommend improvements.
 - Assist CRA in implementing recommendation of the Agency's limited cash audit and other related procedures as of fiscal year end 2010, and prepare related amendments to the CRA's policies and procedures manual.

- Review and prepare an analysis of the CRA's fiscal year-end 2010 financial statements. Make recommendations on required improvements.
- B. Provide the Agency with financial analyses and evaluations, as required.
- C. Provide the Agency with administrative support services, as required.
- D. Provide project management and administration services in support of Agency projects.
- E. Provide the Agency with such other services as may be required by the Executive Director.

SECTION 2. GENERAL TERMS AND CONDITIONS

A. This Agreement shall commence upon execution by both parties and shall terminate in 90 days when the services are complete as identified in "Section 1" unless terminated earlier in accordance with Section 4 of this Agreement. The term of this contract may be extended by the Executive Director upon mutually agreed terms; provided, however, the compensation for the services to be provided pursuant to this Agreement can not be increased without the approval of the Board of Commissioners of the Agency..

B. The Consultant shall fully perform the obligations identified in "Section 1" to the satisfaction of the CRA, each task will require a written work order approved by the Executive Director outlining the estimated hours for the specific project

C. The CRA and Consultant agree to be governed by applicable local, state and federal laws, rules and regulations.

D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.

E. The CRA agrees to:

1. Provide all files, data, and information that are available as requested by the Consultant.
2. Process all requests for payment in a timely manner.

SECTION 3. FUNDING/CONSIDERATION

A. Compensation for services provided under this Agreement shall not exceed \$15,000.00. As consideration for performance of work rendered under this Agreement and provided in Section 1 above, the CRA agrees to pay the Consultant an hourly fee of \$150.00 dollars per hour.

- B. The Consultant will prepare and submit to the CRA an invoice detailing specific services provided. Payment for services will be made by the CRA within ten (15) days of the invoice date.
- C. Payment to the Consultant for services rendered will be made once a month upon receipt and approval of detailed invoice and work provided in Section 1.

SECTION 4. TERMINATION

This Agreement may be cancelled by the Consultant upon ten (10) days prior written notice to the CRA's representative in the event of substantial failure by the CRA to perform in accordance with the terms of this Agreement through no fault of the Consultant; provided the CRA shall fail to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the CRA, with or without cause, immediately upon written notice to the Consultant. Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the CRA's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA the Consultant shall:

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

SECTION 6. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from

any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 8. AVAILABILITY OF FUNDS

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

SECTION 9. DELAYS AND EXTENSIONS OF TIME

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

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

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

SECTION 10. REPRESENTATION AND NOTICE

In carrying out the terms of this Agreement, as more fully set forth in Section 1, the CRA representative shall be the CRA Executive Director. Consultant representatives and/or employees shall report to the CRA representative for day to day reporting.

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

For the CRA:

Tony Brown , CRA Executive Director
2001 Broadway, Suite 300,

Riviera Beach, FL 33404

With a copy to:

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

For The Consultant:

Arnold A. Broussard
The Palm Beach Consulting Group LLC
6406 Blue Bay Circle
Lake Worth, FL 33467

SECTION 11. RECORD KEEPING

- A. All records submitted by the Consultant shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Consultant shall allow access to its records during normal business hours and upon reasonable advance requests of the CRA, its employees and agents.

SECTION 12. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the CRA's expense shall be and remain the CRA's property and may be reproduced and reused at the discretion of the CRA.

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

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

SECTION 13. INDEPENDENT CONTRACTOR RELATIONSHIP

Professional Service Agreement for The Palm Beach Consulting Group
02/10/2011

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

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

SECTION 14. CONTINGENT FEES

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

SECTION 15. NON-DISCRIMINATION

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

SECTION 16. SEVERABILITY

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

SECTION 17. ENTIRETY OF AGREEMENT

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

SECTION 18. VENUE

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

SECTION 19. ATTORNEY'S FEES

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

SECTION 20. DELEGATION OF DUTY

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

SECTION 21. EFFECTIVE DATE

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

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

ATTEST:

By: Tony Brown
Name: Tony Brown
Title: Executive Director

Riviera Beach Community
Redevelopment Agency

By: Dawn S. Pardo
Name: Dawn S. Pardo
Title: Chairperson

Approved as to form:
By: J. Michael Haygood
J. Michael Haygood
Interim CRA Attorney

ATTEST:
Arnold A. Broussard

The Palm Beach Consulting Group, LLC.

By: Arnold A. Broussard
Name: ARNOLD A. BROUSSARD
Title: PRESIDENT/MANAGER