

5. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE SECOND MODIFICATION TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE AGENCY AND ADVANTAGE REPORTING COMPANY, INC. D/B/A FLORIDA COURT REPORTING (“CONSULTANT”); PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.  
(ATTACHMENT - #5)



Florida's Dynamic  
Waterfront Community


# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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

## MEMORANDUM

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

**FROM:**  Tony T. Brown  
Executive Director, CRA

**DATE:** March 9, 2012

**CC:** File

**SUBJECT:** Item No 5 – Second Modification to Professional Services Agreement Between the Agency and Advantage Reporting Company, Inc. D/B/A Florida Court Reporting.

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In 2010, through a competitive bid process and approval by the Board, the Agency engaged in a Professional Services Agreement with Advantage Reporting Company, Inc., D/B/A Florida Court Reporting, to provide transcription services for Board and workshop meetings. On May 4, 2011, the Board approved a modification to the professional services agreement that lowered the company's per page fee from \$7.50 to \$6.00.

Since this time, Florida Court Reporting has provided a staff member to every board meeting including workshops, at no additional charge to the Agency. The turn-around times on minutes are more than reasonable and the company picks up the audio-video recording of the meetings and delivers the prepared minutes at no additional charge.

Due to limited staff and the need to continually produce minutes in a timely manner, staff is seeking Board approval for a second modification to the Professional Services Agreement that will extend the original agreement for an additional 18 months in an amount not to exceed \$11,000.00.

TTB/dh

RESOLUTION NO. 2012 \_\_\_\_

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE SECOND MODIFICATION TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE AGENCY AND ADVANTAGE REPORTING COMPANY, INC. D/B/A FLORIDA COURT REPORTING ("CONSULTANT"); PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.

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WHEREAS, the Agency, through the Executive Director pursuant to his authority under the adopted Procurement Policy, entered into an agreement, dated November 17, 2010 with Advantage Reporting Company, Inc. d/b/a Florida Court Reporting ("Consultant") to provide a transcript of the meetings of the Agency as amended by that certain First Modification to the Agreement dated May 4, 2011; and

WHEREAS, the Agency and the Consultant desire to increase the monetary limits of the contract by \$11,000 and extend the term of the agreement which will require the approval of the Board of Commissioners.

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

**SECTION 1:** The recitals and findings contained in the Preamble to the Resolution are incorporated herein as if fully set forth in this section.

**SECTION 2:** The Board of Commissioners hereby accepts and approves the Second Amendment to the professional service agreement with the Consultant attached hereto as Exhibit "A", and incorporated herein.

**SECTION 3:** This Resolution shall be effective upon its adoption.

[Signature of following page]

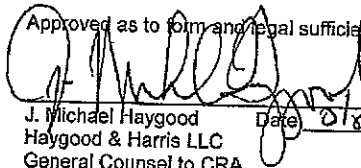
PASSED AND ADOPTED THIS 14<sup>th</sup> day of March, 2012.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

By: \_\_\_\_\_  
Judy L Davis, Chairperson

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

Approved as to form and legal sufficiency  
  
J. Michael Haygood      Date 03/14/12  
Haygood & Harris LLC  
General Counsel to CRA

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

- S. Lowe            \_\_\_\_\_
- B. Brooks        \_\_\_\_\_
- D. Pardo         \_\_\_\_\_
- J. Davis          \_\_\_\_\_
- C. Thomas        \_\_\_\_\_

SECOND MODIFICATION TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
ADVANTAGE REPORTING COMPANY, INC.  
D/B/A FLORIDA COURT REPORTING

THIS SECOND MODIFICATION TO AGREEMENT FOR PROFESSIONAL SERVICES is made as of \_\_\_ day of March, 2012, by and between RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("CRA") and ADVANTAGE REPORTING COMPANY, INC., D/B/A AS FLORIDA COURT REPORTING, a Florida corporation ("Consultant").

WHEREAS, the CRA and Consultant entered into a Professional Service Agreement regarding transcription of CRA public meetings dated November 17, 2010 (the "Original Contract") as amended by a First Modification dated May 4, 2011 ("First Modification")(the Original Contract and First Modification will be collectively referred to as the "Contract").

WHEREAS, Consultant and CRA wish to amend the Contract to make certain modifications as set forth herein.

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 2 (A) of the Contract is amended to provide that the term shall be from April 1, 2012 through September 30, 2014 in an amount not to exceed an additional \$11,000. Consultant shall fully perform the obligations identified in Section 1, Purpose & Scope of Services to the satisfaction of the Agency.

Section 2. Section 3 (A) amended to read as follows: Compensation provided under this Agreement be at the rate of \$6.00 per page as consideration for performance of work rendered under this Agreement and provided in Section 1 above. The total compensation of this agreement shall not exceed an additional \$11,000.

Section 3: Except as provided herein, all other terms, conditions and provisions of the Original Agreement dated November 17<sup>th</sup> 2010, as herein extended, remain unchanged and are hereby ratified and confirmed.

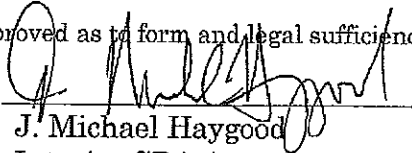
IN WITNESS WHEREOF, the parties hereto have executed this Second Modification to Agreement for Professional Services between City of Riviera Beach Community Redevelopment Agency and Advantage Reporting Company d/b/a Florida Court Reporting.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

\_\_\_\_\_

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

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

ADVANTAGE REPORTING  
COMPANY, INC. D/B/A FLORIDA  
COURT REPORTING

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

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

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

FIRST MODIFICATION TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
ADVANTAGE REPORTING COMPANY, INC.  
D/B/A FLORIDA COURT REPORTING

THIS FIRST MODIFICATION TO AGREEMENT FOR PROFESSIONAL SERVICES is made as of 4 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 ADVANTAGE REPORTING COMPANY, INC., D/B/A AS FLORIDA COURT REPORTING, a Florida corporation ("Consultant").

WHEREAS, the CRA and Consultant entered into a Professional Service Agreement regarding transcription of CRA public meetings dated November 17, 2010 (the "Contract"); and,

WHEREAS, Consultant and CRA wish to amend the Contract to make certain modifications as set forth herein.

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 3 (A) of the Contract is amended to provide that the transcription fee is modified to \$6.00 per page and the Attendance fee is waived.

Section 2. 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 Advantage Reporting Company d/b/a Florida Court Reporting.

ATTEST:

*[Handwritten Signature]*

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: *[Handwritten Signature]*  
TONY BROWN, E.D.

Approved as to form and legal sufficiency:

By: *[Handwritten Signature]*  
J. Michael Haygood

CONSULTANT

ADVANTAGE REPORTING  
COMPANY, INC. D/B/A FLORIDA  
COURT REPORTING

By: *[Handwritten Signature]*

Name: Claudia Witters

Title: President



**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
ADVANTAGE REPORTING COMPANY D/B/A FLORIDA COURT REPORTING**

This Professional Service Agreement is entered into this 17<sup>th</sup> day of November 2010, by and between The Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "Agency") and Advantage Reporting Company, Inc., a Florida corporation, d/b/a Florida Court Reporting (herein referred to as "Consultant")

**WITNESSETH:**

**WHEREAS**, the Executive Director is authorized by the Riviera Beach Procurement Code to enter into agreements which do not exceed \$10,000; and

**WHEREAS**, the Agency desires to have an outside source provide the transcription of Board Meetings Minutes and Minutes of Board sponsored workshops; and

**WHEREAS**, the Agency desires to have the transcription services provided as on-going and continual service, due to a limited and reduced staff; and

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

**SECTION: 1. PURPOSE & SCOPE OF SERVICES**

Consultant to provide professional services to the Agency, including transcription of minutes from all AGENCY regular meetings, special meetings and workshops, as designated and in a predetermined format with accuracy and in the following time frames:

- Standard turn-around time – 7 business days
- Special turn-around time – 5 business days
- Emergency turn-around time – 3-5 business days

**SECTION: 2. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall commence upon execution by both parties and shall terminate immediately upon given written notice from the Executive Director of the Agency when it is determined by the Executive Director or his designee that the conditions of the contract have not been satisfactorily met and/or the services agreed upon are no longer required. The contract term may be extended by the Executive Director upon mutually agreed terms with Consultant; provided, however, the total

compensation shall not exceed \$10,000 without the prior approval of the Board of Commissioners of the Agency.

Consultant shall fully perform the obligations identified in Attachment A to the satisfaction of the Agency.

- B. Modifications or changes to 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.
- C. The Agency agrees to:
  - 1. Provide Consultant with all AGENCY Board public meeting tapes at the earliest possible date following the public meeting/workshop.
  - 2. Process all requests for payment in a timely manner.

### SECTION 3. FUNDING/CONSIDERATION

- A. Compensation provided under this Agreement shall not exceed \$9,900.00. As consideration for performance of work rendered under this Agreement and provided in Section 1 above, the Agency agrees to pay Consultant a transcription fee of \$7.50 per transcription page, a \$10.00 pickup and delivery charge, and when required ( as determined by the Executive Director or his designee), an Attendance Fee of \$80.00 per hour.
- B. Consultant will prepare and submit to the Agency an invoice detailing specific services provided and time frame of services rendered. Payment for services will be made by the Agency within ten (10) days of the invoice date.
- C. Payment for those invoices submitted for services rendered will be made once a month upon receipt and approval of detailed invoice and work provided in Attachment -A.

### SECTION 4. TERMINATION

This Agreement may be cancelled by the Consultant upon ten (10) days prior written notice to the Agency's representative in the event of substantial failure by the Agency to perform in accordance with the terms of this Agreement through no fault of Consultant; provided the Agency shall fail to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the Agency, with or without cause, immediately upon written notice to Consultant. Unless Consultant is in breach of this Agreement, Consultant shall be paid for services rendered to the Agency's satisfaction through the date of termination. After receipt of a Termination Notice and excerpt as otherwise directed by the Agency, 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 Agency.
- D. Continue and complete all parts of work that have not been terminated.

**SECTION 5. 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 AGENCY.

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, if required, authorized or permitted under state and local law to perform such services.

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

**SECTION 6. REMEDIES**

This Agreement shall be governed by the laws of 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, or as a waiver of sovereign immunity beyond the limits provided for in Section 786.28, Florida Statutes.

**SECTION 8. AVAILABILITY OF FUNDS**

The Agency's performance and obligation to pay under this Agreement is contingent upon an annual budget for it purpose by the AGENCY BOARD OF COMMISSIONERS.

**SECTION 9. DELAYS AND EXTENSIONS OF TIME**

The Consultant shall not be considered in default 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 AGENCY 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 AGENCY'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 an act or neglect of the AGENCY or its employees, or by any other consultant employed by the AGENCY or by changes ordered by the RA or any causes beyond the Consultant's control, or by delay authorized by the AGENCY pending negotiation or by any cause which the AGENCY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the AGENCY may decide.

**SECTION10. REPRESENTATION AND NOTICE**

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

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

**For the AGENCY:**

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

**For the Consultant:**

Claudia Witters  
Office Manager  
Advantage Reporting Company, Inc.  
d/b/a Florida Court Reporting  
2161 Palm Beach Lakes Boulevard  
Suite 302  
West Palm Beach, FL 33409

**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 AGENCY, its employees and agents.

**SECTION 12. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the AGENCY'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 AGENCY under this Agreement.

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

The AGENCY 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**

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 AGENCY. 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 AGENCY shall be that of an Independent Contractor and not as employees or agents of the AGENCY.

The Consultant does not have the power or authority to bind the AGENCY 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 regards 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 fees) associated with the enforcement of the terms and 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**

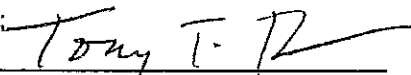
Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officer of the AGENCY.

**SECTION 21. EFFECTIVE DATE**

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

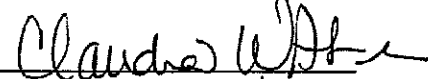
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

The Riviera Beach Community Redevelopment Agency

By: 

Tony T. Brown, Executive Director

Advantage Reporting Company, Inc. d/b/a  
Florida Court Reporting

By: 

Name: Claudia Witters

Title: owner/president