

8. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE FIRST MODIFICATION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE AGENCY AND LINKS DESIGN & PRINT, LLC; PROVIDING AN EFFECTIVE DATE AND OTHER PURPOSES.  
(ATTACHMENT #8)



Florida's Dynamic  
Waterfront Community

# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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## MEMORANDUM

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

**FROM:** *TJB* Tony T. Brown, Executive Director, Riviera Beach CRA

**DATE:** March 14, 2012

**CC:** File

**SUBJECT:** Item No. 8 – First Modification of the Professional Services Agreement with Links Design & Print, LLC.

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The CRA was first introduced to Links Design & Print via the Broadway Re-Investment Coalition (BRIC). Links was a subcontractor for BRIC for several CRA projects. Links Design & Print impressed the CRA with its high quality of work and the ability to meet extremely tight timeframes, for a reasonable price. After the initial project with BRIC concluded, the CRA entered into a direct agreement with Links Design & Print under the Executive Director's delegated procurement authority.

Recall that we intend to derive a comprehensive marketing and public relations plan in conjunction with the city and their newly hired PR Manager, William Jiles. We will work with Mr. Jiles on the development of this plan as a budget item for FY 2013 and beyond. The use of Links Design & Print is for design and camera ready art services. Printing and mail services will be separate purchasing items as these services were supplied by Links and contributed to exceeding the executive director's procurement authority. The separation of these services will better align procurement expenses, enhance pricing and potential use of local vendors for printing services.

We are recommending the approval of the first modification of the professional services agreement with Links Design & Print.

TTB/tnt

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

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") APPROVING THE FIRST MODIFICATION TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE AGENCY AND LINKS DESIGN & PRINT, LLC; 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 with Links Design & Printing, LLC ("Consultant") to provide marketing, graphic design and copyright, dated June 6, 2011; and

**WHEREAS**, the Agency and the Consultant desire to increase the monetary limits of the contract and extend the term 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 First Modification to the Professional Service Agreement between the Agency and the Consultant and modifies the "Scope of Services" as delineated in Exhibit "A, attached hereto and incorporated herein.

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

[Signatures on following page]

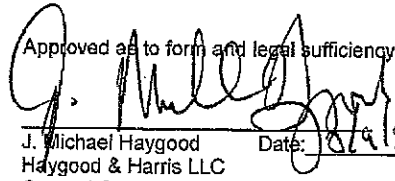
PASSED AND ADOPTED THIS 14<sup>th</sup> day of March, 2012.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

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

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

Approved as to form and legal sufficiency  
  
J. Michael Haygood      Date: 3/14/2012  
Haygood & Harris LLC  
General Counsel to CRA

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

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

FIRST MODIFICATION TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
LINKS DESIGN & PRINT, LLC.

THIS FIRST 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 LINKS DESIGN & PRINT, LLC, a Florida limited liability company ("Consultant").

WHEREAS, the CRA and Consultant entered into a Professional Service Agreement regarding Marketing, Graphic Design and Copywriting (graphic design, copy write editor, print and direct mail services) dated June 6, 2011, (the "Contract"); and,

WHEREAS, Consultant and CRA wish to amend the Contract to increase the \$6,000 limit of compensation under the Contract and extend the term of the contract; and,

WHEREAS, the CRA's Procurement Policy requires an amendment to contracts which were originally approved by the Executive Director which increases the amount of a contract in excess of \$10,000 to be approved by the Board of Commissioners.

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: Paragraph 2 of the Contract is amended to extend the term of the contract by one year to June 5, 2013.

Section 2. Paragraph 5 of the Contract is deleted in its entirety and the following language is substituted therefore:

5. The CRA agrees to compensate the Independent Contractor at the rate of: (i) seventy-five dollars (\$75.00) per hour for communications and marketing services; (ii) ninety dollars (\$90.00) per hour for graphic design

services, as identified in the Scope of Work contained in Exhibit "A" to this agreement. Total compensation to the Independent Contractor, for all services rendered, shall not exceed an additional Thirty Five Thousand Dollars (\$35,000.00) for the term of the contract.

Section 3. Except as provided herein, all other terms, conditions and provisions of the Agreement 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 Links Design & Print, LLC.

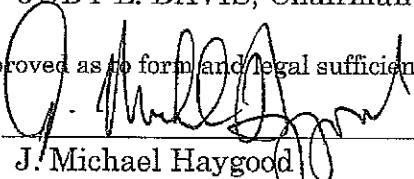
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

\_\_\_\_\_

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

Approved as to form and legal sufficiency:

By:   
J. Michael Haygood

CONSULTANT

LINKS DESIGN & PRINT, LLC

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

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

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

Exhibit "A"

LINKS Design & Print LLC

SCOPE OF WORK

Communications and Marketing Consultant:

\$75.00/hour, in ½ hour increments

Research appropriate marketing resources for requested tasks.

Graphic Design Services

\$90.00/hour

Provide appropriate staff and manage the process of creating camera-ready marketing materials, on an as needed and regularly scheduled basis, with input from Agency.

Work to be performed:

- Brochures
- Flyers
- Postcards
- Annual report
- Signs/Banners
- Vehicle Decals/Wraps
- Door hangers and other printed promotional materials
- Other promotional materials per CRA staff direction

Copyright Editor Services

\$75.00/hour

# 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).

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

**Communications and Marketing Consultant:** 75.00/hour, ½ increments

**Graphic Design** 90.00/hr

LINKS Design & Print LLC, will provide the right talent for the job and then manage the process of creating the marketing materials on an as needed and regularly scheduled basis with input from staff .

Brochures

Postcards

Newsletters-quarterly

Annual report

Marina district plan

Signs/Banners

Flyers

Vehicle Decals/Wraps

**Copyright Editor** 75.00/hour

LINKS Design & Print LLC will oversee the creative talent, so that the use of words and ideas promote the Riviera Beach CRA. For example, on print, website, newsletter, press release and assigned marketing materials.

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.)

Links Design and Print has established a history of producing high quality work with a short turn around and reasonable prices. Links Design and Print was first introduced to the CRA as a subconsultant for BRIC. However, the magnitude of design services required us to contract directly with Links. In FY 2012, we began a more transparent community improvement process with an extensive amount of mailings and external communications which has exceeded the executive director's delegated authority. We desire to maintain the continuity established with Links Design and Print, but will craft a new scope of services and RFQ once the city has hired a PR manager and the CRA can determine if this resource can be shared along with the costs of marketing services and initiatives.



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.)

In FY 2012, we began a more transparent community improvement process with an extensive amount of mailings and external communications, which has exceeded the Executive Director's delegated authority. We intend to derive a comprehensive marketing and public relations plan in conjunction with the city and their newly hired PR Manager. We will work with Mr. Giles on the development of this plan as a budget item for FY 2013 and beyond. The use of Links Design & Print is for design and camera-ready art services. Printing and mail services will be separate purchasing items as these services were supplied by Links and contributed to exceeding the executive director's procurement authority. The separation of these services will better align procurement expenses; enhance pricing and potential use of local vendors for printing services.

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Executive Director/Agency's Authorized Signature