

7. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE AGENCY AND DR. WILLIAM B. STRONGE, PH.D FOR ECONOMIC ANALYSIS, FEASIBILITY ANALYSIS, STATISTICAL ANALYSIS; PROVIDING AN EFFECTIVE DATE.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
WILLIAM B. STRONGE, PH.D.**

This Professional Service Agreement is entered in this ____ day of __August, 2012, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Agency") and William B. Stronge, Ph.D., Consultant, (herein referred to as "Consultant")

WITNESSETH:

WHEREAS, the Agency desires to undertake various economic analyses, feasibility analyses, statistical research, and detailed outcomes reporting to achieve its redevelopment goals; and

WHEREAS, Consultant is uniquely qualified with over 40 years of research and economic consulting within an academic setting, for various levels of government, for private enterprise and for nonprofits, with the expertise, capabilities and experience necessary to assist the Agency in achieving its goal of tracking outcomes, determining the feasibility of projects, and measuring the impact of various activities; and

WHEREAS, the Consultant has provided professional services to the Agency in the past and has considerable knowledge of the Agency.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE & SCOPE OF SERVICES

To provide economic, research, and statistical analyses services to the Agency on an on-call basis for the following tasks:

Task 1: Baseline Strategy Development
Consultant will work with Agency staff to prepare a demographic baseline strategy by November 15, 2012 that will assist the Agency in creating and maintaining a set of data for reporting and outcomes measurement purposes.

Task 2: Outcomes Measurement Research, Development and Tracking

Consultant will conduct research to identify best practices in outcomes measurement for redevelopment activity in commercial waterfront, neighborhood level and downtowns, including overall economic development and social development indicators. Consultant will assist Agency in selecting appropriate measurements and establishing a tracking protocol.

Task 3: Feasibility Analyses and Statistical Research/Studies

Consultant will undertake various feasibility analyses and statistical research for projects and programs as needed and desired by Agency. Consultant will employ academic and industry rigor, while providing an appropriate format and level of detail as required by Agency.

- A. Tri-Rail Expansion: Ridership by Station Analysis and Modeling with economic inputs and outputs.
- B. Other studies as required.

Task 4: On Call Consulting and Advice

Consultant will serve as a consultant and advisor to the Executive Director on economic, statistical, impact, and forecasting issues as directed.

Task 5: Outcomes Summary

On at least an Annual Basis and at the end of the Contract Term, the Consultant will prepare an executive summary highlighting key outcomes as a result of these services.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall commence upon execution by both parties and shall terminate on September 30, 2014 unless terminated earlier in accordance with Section 4 of this Agreement. This contract may be extended for two one year extensions by 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 Agency.
- C. The Agency and Consultant agree to be governed by applicable local, state and federal laws, rules and regulations. 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.
- D. The Agency 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

Compensation for the services provided under this Agreement shall not exceed \$25,000.00. As consideration for performance of work rendered under this Agreement and provided in Section 1 above, the Agency agrees to pay the Consultant an hourly fee of \$140.00 per hour.

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

SECTION 4. SUBCONTRACTING

THE Consultant's written approval shall be responsible for performing 90% of the work, at a minimum, by its own forces and equipment. Provided, however, the Consultant may subcontract additional work to a subcontractor upon the Agency's representative written approval.

SECTION 5. 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 the 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 the Consultant. Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the Agency's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Agency 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 Agency
- 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 Agency'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 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 any act or neglect of the Agency or its employees, or by any other consultant employed by the Agency or by changes ordered by the Agency 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.

SECTION 10. REPRESENTATION AND NOTICE

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

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

With a copy to:

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

For The Consultant:

William B. Stronge, Ph.D.
270 NW 38th Street
Boca Raton, FL 33431

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 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 AGENCY.

SECTION 21. EFFECTIVE DATE

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

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RESOLUTION NO. 2012-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE AGENCY AND DR. WILLIAM B. STRONGE, PH.D FOR ECONOMIC ANALYSIS, FEASIBILITY ANALYSIS, STATISTICAL ANALYSIS; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, Consultant is uniquely qualified with over 40 years of research and economic consulting within an academic setting, for various levels of government, for private enterprise and for nonprofits, with the expertise, capabilities and experience necessary to assist the Agency in achieving its goal of tracking outcomes, determining the feasibility of projects, and measuring the impact of various activities; and

WHEREAS, the Consultant has provided professional services to the Agency in the past and has considerable knowledge of the Agency.

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

SECTION 1. The Community Redevelopment Agency hereby approves the attached Professional Service Agreement with Dr. William B. Stronge.

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

PASSED AND ADOPTED this 29th day of August 2012

[Signatures on next page]

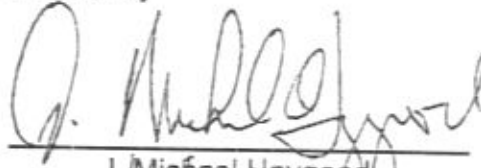
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
BILLIE E. BROOKS, Chairperson

Tony Brown, Executive Director

Approved as to form and legal
sufficiency



J. Michael Haygood
Date 8/21/2012
Haygood & Harris LLC
General Counsel to CRA

MOTION BY: _____

SECONDED BY: _____

D. PARDO _____
J. DAVIS _____
B. BROOKS _____
C. THOMAS _____
S. LOWE _____