

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
CONSTANT COMPUTING, LLC**

**THIS AGREEMENT** is made and entered into this 9<sup>th</sup> day of June, 2016, by and between **Constant Computing, LLC** hereinafter referred to as "Independent Contractor," whose mailing address is 1007 N Federal Hwy #2, Fort Lauderdale, FL 33304, and the **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "**CRA**," whose address is 2001 Broadway, Suite 300, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to perform professional information technology services for the CRA, its Clean and Safe Department and the Riviera Beach Events Center, LLC in four general areas: maintenance, new capabilities (planning, consulting, and assisting in setting up new technology and removal of any old technology), consultation, and optional IT related Value Added Services (VAS) as set out in the Scope of Work attached hereto as Exhibit "A."

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Scope of Work.

3. The term of this agreement shall be beginning on the Effective Date through September 30, 2017, unless terminated sooner pursuant to the terms of this Agreement. The Effective date of this Agreement shall be the date that the last of the parties executes the Agreement. The CRA shall have the option to renew this Agreement upon the same terms as this Agreement for one two year period by giving 30 days' written notice prior the end of the initial term of this agreement. Work must begin within (5) calendar days from the date of receipt of official notice to proceed with a work element and shall be carried on for the duration of the contract.

4. The CRA agrees to compensate the Independent Contractor at the rate of \$115.00 per hour for services as identified in the Scope of Work contained in Exhibit "A"

to this agreement. Total compensation to Independent Contractor shall not exceed Forty Thousand Dollars (\$40,000) from the Effective Date through September 30, 2016; and Sixty Thousand Dollars (\$60,000) per year thereafter. The CRA shall not reimburse the Independent Contractor for any miscellaneous costs incurred as a direct result of the Independent Contractor providing deliverables to the CRA in accordance with the Scope of Work contained in Exhibit "A", unless such costs have been approved, in writing and in advance, by the CRA. The Independent Contractor shall provide the CRA with monthly invoices containing adequate documentation supporting amounts billed to the CRA. The CRA agrees to pay Independent Contractor invoices within 30 days of submission to the CRA. Services are to be on an on-call/as needed basis.

5. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the CRA terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date.

6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA.

8. All of the services required hereunder shall be performed by the Independent Contractor 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.

9. The Independent Contractor agrees that it is fully responsible to the CRA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

10. All of the Independent Contractor's personnel (and all subcontractors) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

11. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.

12. The Independent Contractor shall indemnify and save harmless and defend the CRA, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

13. The Independent Contractor further agrees to indemnify, save harmless and defend the CRA, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CRA, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CRA to be sued, nor as a Waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

14. The Independent Contractor 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 Independent Contractor 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 Independent Contractor's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the CRA, 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 Independent Contractor 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 Independent Contractor employed by the CRA, or by

changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the CRA may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

15. The Independent Contractor 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.

16. The CRA reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the CRA's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall affect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the CRA so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.

17. If the CRA elects to make the change, the CRA shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Board of Commissioners of the Agency.

18. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the CRA against defects including workmanship or materials. Upon receipt of notice from the CRA of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the CRA, including any time and labor to replace said parts. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the CRA, the CRA may accomplish the work at the expense of the Independent Contractor. The services rendered in the execution of this agreement do not relieve the Independent Contractor from any obligations related to any prior agreements. All work produced under any previous agreements will be held to that agreement, and a one year inspection must occur.

19. 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.

20. 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, charts, 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.

21. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA's property from injury or loss arising during the term of the Agreement.

22. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

23. 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 here under 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.

24. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs

(including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

25. Time is of the essence in all respects under this agreement.

26. Failure of the CRA to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CRA's right to enforce or exercise said right(s) at any time thereafter.

27. The Independent Contractor shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

**SIGNATURES ON FOLLOWING PAGE**

**AGREEMENT WITH THE RIVIERA BEACH COMMUNITY REDEVELOPMENT  
AGENCY AND CONSTANT COMPUTING**

IN WITNESS WHEREOF, the Parties unto this Agreement have set their  
hands and seals on the day and date first written above.

**ATTEST:**

Tony D B

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By: [Signature]  
Chairperson

Approved as to form and legal sufficiency:

By: [Signature]  
J. Michael Haygood  
General Counsel

**ATTEST:**

[Signature]

**CONSULTANT**

Constant Computing, LLC

By: [Signature]

Name: Michael DePastino

Title: Owner

## EXHIBIT A

### Constant Computing

#### Scope of Work

All work activities performed by the Independent Contractor for the CRA are at the request of Riviera Beach Community Redevelopment Agency (CRA) management. No work is to be done without the prior approval of the CRA unless it is time-critical and obvious that the work needs to be done. Any such time critical or obvious work should be documented.

The CRA's Operations Manager and Public Information Officer shall serve as the Independent Contractor's primary contact person. Constant Computing will keep the CRA contact person informed of the status of assigned work. All resources needed for work (computers, network cable, equipment, etc.) are provided through the CRA. Exceptions are approved in advance.

Constant Computing will submit an invoice containing supporting documentation for requested and completed work and provide a summary of work done and work in progress.

The following services are provided under this agreement:

#### MAINTENANCE FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER :

- Break/Fix - as computers/equipment slow or stop working, diagnose and repair them. Coordinate with Dell (or other) Tech Support as needed. Work is coordinated through the CRA contact person.
- Monitor servers/network - periodically check server performance and system logs. Take action as needed. Evaluate and install system/security updates. Check anti-malware software status and performance.
- Monitor backups.
- Maintain network and network firewall. Maintain backups of firewall configurations.
- Set-up new/replacement Sprint or other phones.



- Maintain consulting area network connectivity.
- Maintain Clean and Safe Community Policing Program computer environment.
- Periodically survey the computing infrastructure health.
- Create and maintain a back-up manual with the Administrative Director.
- Miscellaneous work as requested.
- Remote and phone-based support

#### NEW CAPABILITIES FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER

- Plan, generate specifications, get quotes, assist purchases, and perform/manage process of installing computing infrastructure.
- Replace existing computers/network infrastructure - same process.
- Clean up computers that have been retired.
- Miscellaneous work as requested.

#### CONSULTATION FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER

- Coordinate with other technical vendors to ensure CRA's needs are met.
- Advise on technology purchases.
- Advise on using technology in business.
- Advise on process.
- Be a resource for onsite technical person.

#### VALUE ADDED SERVICES (VAS) FOR MAIN OFFICE, CLEAN & SAFE OFFICE AND MARINA EVENT CENTER

- Network Monitoring – technical monitoring through the use of monitoring tools to evaluate performance and health of IT resources.
- Backup Services – provide backup solutions including cloud backup service, hybrid cloud backup service, and disaster recovery options.
- Email Security and Services – provide email services including transport/delivery of email, security filtering, SPAM filtering, and email archiving solutions.
- Antivirus Service.
- Web Protection – protect network from malware, phishing, proxies, and botnet attacks through content filtering/web protection services.

- Network Security/Compliance Audits – perform audits of network and IT resources utilizing industry accepted benchmarks and standards. Assist in creating and performing remediation schedules.

## NOTES

Constant Computing recommended services are subject to CRA approval and may be scaled back or not performed due to a variety of reasons including budget/time constraints and/or management preferences. The CRA assumes the consequences of these decisions. Constant Computing has limited latitude in committing resources to resolve issues and will inform and seek guidance from the CRA contact person when the time or resources being spent is likely to exceed a reasonable amount.

# 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.

We recommend signing a Professional Services Contract with Constant Computing, LLC. to provide Information Technology consulting and related services. Doing so would ensure that the same competent vendor with a demonstrated high level of service would be responsible for a wide variety of technical and consulting issues as well as providing access to computer equipment at a very competitive price.

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.)

Constant Computing has developed the current IT infrastructure and to bring in a new company will disrupt the flow of the current process and jeopardize the consistency of reliable communication and electronic flow of information. While the CRA is a relatively small office, we have a wide variety of technology requirements. These include but are not limited to set up and maintenance of: three Servers at different locations that communicate to each other, Virtual Servers, Emails, Gradience Attendance Software, Sprint phones, remote email access methods, wireless technology, website technologies, QuickBooks Enterprise accounting, Antivirus software, backup and disaster recovery, etc. The CRA also occasionally requires assistance in evaluating other technologies for office implementation including phone systems, multifunction copiers, and "cloud" based services (backup, collaboration, etc.). Increasingly, these systems interact with each other, the IT infrastructure, affect business processes, and thus, require expertise in all technical and business areas. This is especially true when trying to resolve issues involving multiple vendors or technologies.


To minimize expenditures, both capital and ongoing maintenance, it is highly beneficial to use the same competent vendor to ensure seamless responsibility and accountability.

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.)

Constant Computing has demonstrated that they have the needed wide variety of technical and business skills to address individual issues as well as provide broad guidance based on the

overall environment. Through their individual business experience and corporate experience with other clients in many fields, they bring best practices and many "lessons learned" to the CRA environment. Issues are handled correctly the first time with minimal time spent and at a very attractive cost. They are particularly good at resolving integration issues between multiple vendors as their experience is broad and they understand how things can and need to work together.

Constant Computing has also demonstrated a very high level of service and offers unusually good availability after hours and on weekends and does not charge a premium for this.

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Executive Director/Agency's Authorized Signature

RESOLUTION NO. 2016-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE PROFESSIONAL SERVICE AGREEMENT WITH CONSTANT COMPUTING, LLC ("CONSULTANT") TO PROVIDE PROFESSIONAL INFORMATION TECHNOLOGY SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the Agency desires Consultant to provide certain professional services for information technology services (the "Project") and the Consultant desires to provide such professional services to the Agency pursuant to the terms of the Agreement; and

WHEREAS, the Consultant was previously selected through a competitive process by the Executive Director, pursuant to the Agency's Procurement Code, to provide informational technology services; and

WHEREAS, because of the uniqueness of the service, existing programming, and extensive investment of equipment, the Agency has documented the need for these services through a Sole Source procurement process and selected the Consultant to continue to provide these services; and

WHEREAS, the Consultant and the Agency desire to enter into a new agreement through the fiscal year 2016-2017 for a total annual compensation not to exceed Forty Thousand Dollars (\$40,000) for fiscal year 2015-2016 and Sixty Thousand Dollars (\$60,000) for fiscal year 2016-2017 upon the terms and conditions contained therein.

**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 Professional Service Agreement attached hereto as Exhibit "A" with Constant Computing, LLC for professional informational technology services.

SECTION 2. The Chair and Executive Director are hereby authorized and directed to prepare, execute and attest, respectively, the Professional Service Agreement by and between the Riviera Community Redevelopment Agency and Constant Computing, LLC attached hereto as Exhibit "A".

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of June, 2016.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: Terence Davis  
Name: Terence Davis  
Title: Chairperson

ATTEST:

Tony D. Pardo  
Executive Director

MOTION BY: Miller-Anderson

SECONDED BY: Davis Johnson

Approved as to form and legal  
sufficiency  
J. Michael Haygood  
Date 6/6/2016  
J. Michael Haygood, PA  
General Counsel to CRA

D. PARDO AVE  
T. DAVIS AVE  
L. HUBBARD AVE  
T. DAVIS JOHNSON AVE  
K. MILLER-ANDERSON NAY