

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
FLORIDA FISHING ACADEMY, INC.  
AND  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

This Professional Services Agreement (“Agreement”), made and entered into as of this \_\_\_ day of November \_\_\_, 2017 by and between the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (“Agency”) and Florida Fishing Academy, Inc., a Florida not for profit corporation (“Contractor.”)

**WHEREAS**, the Agency desires the Contractor to provide certain professional services for the development and implementation of a community boating program at the redeveloped City Marina located within the community redevelopment area within the City of Riviera Beach (the “Project”) and the Contractor desires to provide such professional services to the Agency pursuant to the terms of the Agreement; 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 again selected the Contractor as the successful provider of these services; and

**WHEREAS**, the Consultant and the Agency desire to enter into a new three (3) year agreement and continue the total annual compensation of this new Agreement by Thirty Thousand Dollars (\$30,000) and upon the terms and conditions contained herein; and

**WHEREAS**, the Agreement provides for three years of continuing services to provide the community boating program contingent upon an end of the year program review, available funding, and requires the approval of the Commissioners of the Agency.

**NOW THEREFORE**, in consideration of the premises and their mutual understanding set forth herein, the parties agree as follows:

**1. PROVISION OF SERVICE**

**1.1** The Consultant shall provide, pursuant to this Agreement, professional services for the Project as more fully described in the Scope of Services set forth in Exhibit “A,” attached hereto and incorporated herein. The Contractor agrees to perform the services for the Project subject to the terms and conditions in the Scope of Services, including compliance with the schedule set forth herein.

**1.2** The Agency and the Contractor may make any additions to the Scope of Services as set forth in Exhibit “A” by mutual written agreement only. The approval of additional work for the Project through change orders shall only be given following approval from the Agency and prior to any extra work on the Project being performed by the Contractor. The Agency may

rescind work on the Project previously ordered by written instructions to the Contractor. In the event of any such rescission by the Agency, the Contractor shall still be entitled to receive the amount due it for such services rendered for the Project prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the Contractor's compensation and project schedule, shall apply to all modifications in work ordered for the Project.

## **2. TERM OF AGREEMENT**

The term of this Agreement shall be for three years from the Effective Date, subject to termination as provided herein. The Term of this agreement may be extended upon written agreement of the parties.

## **3. COMPENSATION FOR SERVICE**

**3.1** Compensation for services rendered by the Contractor shall be Thirty Thousand Dollars (\$30,000) annually paid in monthly installments of Twenty-Five Hundred Dollars (\$2,500.)

**3.2** The Contractor will prepare and submit to the Agency an invoice detailing specific services and the total number of participants served; this will be provided on a monthly basis, as well as on an annual basis. Payment for services will be made by the Agency within thirty (30) days of the invoice date. If the Agency objects to any portion of an invoice, the Agency shall so notify the Contractor in writing within fifteen (15) calendar days of receipt of the invoice.

## **4. TERMINATION OF THE CONTRACT**

This Agreement or any work authorization, may be terminated by the Agency at any time upon written notification to Contractor as to any services to be rendered after such notice is given. In the event of any such termination by the Agency, the Contractor shall still be entitled to receive the amount due it for services rendered hereunder prior to the date of such termination.

## **5. INSURANCE**

**5.1** The Contractor shall maintain the following minimum insurance coverages during the performance of the services under this Agreement:

Workers Compensation – Statutory Limit

Employer Liability - \$1,000,000/Accident – Bodily Injury  
\$ 500,000/Policy Limit – Disease  
\$1,000,000/Employee - Disease

Auto Liability - \$1,000,000/Property Damage  
\$1,000,000/Bodily Injury – Each Occurrence

General Liability - \$1,000,000/BI/AD per occurrence

Professional Liability-\$1,000,000/Aggregate

**5.2** Such insurance shall contain provisions showing that the Agency is an additional insured, that the Contractor's insurance policies are primary to the Agency's insurance policies and that any reduction of the policy limits by endorsement of any said policies or the cancellation of said policies shall not be effective without first providing the AGENCY with thirty (30) days written notice.

## **6.0 ASSIGNMENTS**

Neither the Contractors nor the AGENCY shall assign nor subcontract the whole of this Agreement or any work authorization without the prior written consent of the other.

## **7.0 INDEPENDENT CONTRACTOR**

The Contractor is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the AGENCY and the Contractor. The Contractor shall at all times maintain exclusive direction and control over the Contractor's employees, methods, equipment and facilities used by the Contractor in the performance of its work. The Contractor is responsible for all applicable employment and income taxes related to the performance of its services, and Contractor agrees to hold harmless the Client from any claims for payment of said obligations.

## **8.0 HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the AGENCY of, from, and against liability and expense, including reasonable attorney's fees, in connection with claims for personal injuries or property damage, including loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this contract. This includes claims made by the employees of the Contractor against the AGENCY and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the AGENCY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

## **9.0 AGREEMENT SUBJECT TO FUNDING**

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set forth herein as determined in the sole discretion of the Board of Commissioners of the AGENCY. In the event funds to finance this Agreement become unavailable, the AGENCY may terminate this Agreement upon less than twenty-four (24) hours' notice, written and delivered to Contractor, the Board of Commissioners of the AGENCY shall be the sole and final authority as to the availability of funds.

## **10.0 AWARD OF AGREEMENT**

Contractor represents and warrants to the AGENCY that Contractor has not employed or retained any person or company employed or retained any person or company employed by the AGENCY of the City to solicit or secure this Agreement and that Contractor has not offered to pay, paid, or agreed to pay any person any fees, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

## **11.0 INTEREST OF CONTRACTOR AND ITS EMPLOYEES**

Contractor further represents and states Contractor, nor any of its employees, have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property located in the boundaries of the AGENCY (the "Property"), or any other interest, whether or not in connection with the Property which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed or will not employ, in connection with the services to be furnished under this Agreement, or any such person having such interest. Contractor and any of its employees, so long as employed by the AGENCY, will not acquire any such interests and will not, for their own account or for other than the AGENCY, negotiate for any of the Property, perform services in connection with any Property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the Property.

## **12.0 PUBLIC RECORDS**

The CONSULTANT shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

Keep and maintain all public records required by the CRA to perform the services under this Agreement.

Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.

Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONSULTANT or keep and maintain public records required by the CRA to perform the service. If the CONSULTANT transfers all public records to the CRA upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONSULTANT HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DARLENE HATCHER AT 561-844-3408, [dhatcher@rbkra.com](mailto:dhatcher@rbkra.com), 2001 Broadway, Suite 300, Riviera Beach, FL 33407.

### **13.0 NOTICES**

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

**CONTRACTOR:**

Richard Brochu  
7067 Peninsula Court  
Lake Worth, FL 33467

**AGENCY:**

Scott Evans, Interim Executive Director  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404  
Telephone: 561-844-3408  
[E-mail: sevens@rbkra.com](mailto:sevens@rbkra.com)

### **14.0 GOVERNING LAW**

The terms of this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Palm Beach County, and the jurisdiction of the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding, (b) any claim that it is not personally subject to the above named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

### **15.0 SEVERABILITY AND SURVIVAL**

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

## **16.0 ATTORNEY'S FEES**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses.

## **17.0 ENTIRE AGREEMENT**

This Agreement, along with any Exhibits attached hereto supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

[Signatures of following page]

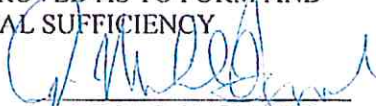
IN WITNESS WHEREOF, the parties hereto executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2017.

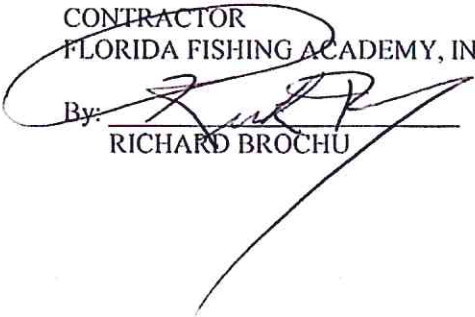
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
KASHAMBA MILLER ANDERSON,  
CHAIRPERSON

ATTEST:  
BY: \_\_\_\_\_  
SCOTT EVANS  
INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
J. MICHAEL HAYGOOD,  
J. Michael Haygood, PA  
CRA ATTORNEY  
Date: 9/16/2017

CONTRACTOR  
FLORIDA FISHING ACADEMY, INC.  
By:   
RICHARD BROCHU