RESOLUTION NO. 2014-54

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE AGENCY AND ADVANTAGE REPORTING COMPANY, INC. D/B/A FLORIDA COURT REPORTING ("COURT REPORTER") TO PROVIDE TRANSCRIPTION SERVICES OF AGENCY MEETINGS; PROVIDING AN EFFECTIVE DATE.

* * * * * * * *

WHEREAS, the Agency is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach ("City"); and

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

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

WHEREAS, pursuant to the Riviera Beach Community Redevelopment Agency Procurement Code, staff solicited 6 quotes for said services: and

WHEREAS, Advantage Reporting Company, Inc. d/b/a Florida Court Reporting submitted the lowest and best quote.

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

SECTION 1. The Community Redevelopment Agency authorizes the execution of the contract attached hereto as Exhibit "A" with Advantage Reporting Company, Inc. d/b/a Florida Court Reporting, to provide transcription services of Agency Board of Commissioners meetings and workshops for 3 years for an amount not to exceed $10,000 per year, subject to an annual appropriation.

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

[Signatures of following page]

PASSED AND ADOPTED this 29th day of October, 2014

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: Judy L. Davis
Title: Chairperson

ATTEST:

_____
Executive Director

Approved as to form and legal sufficiency

_____
J. Michael Haygood
J. Michael Haygood LLC
General Counsel to CRA
Date: 10/22/2014

MOTION BY: D. Pardo
SECONDED BY: B. Guyton

D. PARDO	AYE
C. THOMAS	AYE
T. DAVIS	AYE
C. THOMAS	Absent
B. GUYTON	AYE

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

This Professional Service Agreement is entered into this 31st day of October 2014, 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., D/B/A FLORIDA COURT REPORTING, a Florida Corporation ("Consultant").

WITNESSETH:

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

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

WHEREAS, pursuant to the Riviera Beach Community Redevelopment Agency Procurement Code, staff solicited 6 quotes for said services: and

WHEREAS, Advantage Reporting Company, Inc. d/b/a Florida Court Reporting submitted the lowest and best quote.

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

SECTION: 1. PURPOSE & SCOPE OF SERVICES

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.

Florida Court Reporting 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 Florida Court Reporting 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. TERM OF AGREEMENT

This is a three year agreement with an option by the Agency to extend the Agreement for an additional two year period.

SECTION 3. FUNDING/CONSIDERATION

A. Compensation provided under this Agreement shall not exceed $10,000.00 per calendar year. As consideration for performance of work rendered under this Agreement and provided in Section 1 above, the Agency agrees to pay Florida Court Reporting a transcription fee of $6.00 per transcription page. There shall be no additional charge for such services, i.e. appearance fees, delivery fees, etc.
B. Florida Court Reporting 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 thirty (30) 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.

SECTION 4. TERMINATION

This Agreement may be cancelled by the Florida Court Reporting 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 Florida Court Reporting; 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 Florida Court Reporting. Unless Florida Court Reporting is in breach of this Agreement, Florida Court Reporting 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, Florida Court Reporting 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 old 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 n 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:

Claudie Price Witters, Owner/Office Manager
Advantage Reporting Company, Inc. d/b/a Florida Court Reporting
2161 Palm Beach Lakes Blvd., Ste. 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 is 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 o 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.

Riviera Beach Community
Redevelopment Agency

Attest: _____
Tony T. Brown,
Executive Director

By: _____
JUDY L. DAVIS

Approved as to form and legal
sufficiency
By: _____
J. Michael Haygood
J. Michael Haygood, PA
CRA General Counsel

Advantage Reporting Company, Inc.
D/B/A Florida Court Reporting

By _____
Name: Claudia Withers
Title: President

EXHIBIT A

Transcription Fee: $6.00 per page

Appearance Fee – No Charge

Delivery Fee – No Charge

5-7 day turn-around time; or sooner at no additional charge

Will pick up and deliver transcription – No charge

Florida's Dynamic
Waterfront Community

MEMORANDUM

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

FROM: Tony T. Brown
Executive Director, CRA

DATE: October 21, 2014

SUBJECT: Agenda Item: A Resolution authorizing a Professional Service Agreement with Florida Court Reporting to provide transcription services of Agency Meetings and Workshops

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Request for Board Action

The Agency is requesting the Board of Commissioners to approve the Professional Service Agreement with Florida Court Reporting in an amount not to exceed $10,000.00 per year

Background

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.

The terms, conditions, and limitations of the said Professional Service Agreement ended effective September 30, 2014. Due to the increase in board meetings and limited staff, the Agency in accordance with the Procurement Code, solicited six (6) quotes from outside sources to provide transcription services as an on-going continual service. Advantage Reporting Company, Inc., d/b/a Florida Court Reporting submitted the lowest and best quote.

Florida Court Reporting will provide a staff member to every board meeting including workshops, at no charge to the Agency. The Consultant will charge a rate of $6.00 per page, no delivery fee and will deliver transcript within 5 to 7 business days or sooner if required, at no additional charge.

Recommendation

Due to the increase in board meetings and workshops, limited staff, and the need to continually produce minutes in a timely and accurate manner, staff is seeking Board approval of the Professional Services Agreement with Florida Court Reporting to provide transcription services as an on-going continual service in an amount not to exceed $10,000.00 per year for three (3) years with an option to extend the agreement for an additional two year period.

TTB/dh