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

This Contract is made as of this 1st day of October, 2019 by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, referred to as "CRA", and **Constant Computing, LLC** a Florida Limited Liability Company, hereinafter referred to as the "CONSULTANT".

WHEREAS, the CRA needs professional services to provide information technology services ("Services"); and

WHEREAS, the CRA needs these Services on an emergency basis until the procurement process is completed for a new agreement; and

WHEREAS, the Executive Director has the authority to enter into agreements which do not exceed Twenty Five Thousand Dollars ($25,000); and

WHEREAS, the Consultant was providing the Services under the existing Services agreement and was the best and responsive respondent to the last procurement process.

NOW THEREFORE, in consideration of the mutual promise contained herein, the CRA and the Consultant agree as follows:

ARTICLE 1 – SERVICES AND FEES

The CONSULTANT'S responsibility under this Contract is to provide the services and prepare the deliverables identified in the Scope of Services attached hereto as Exhibit "A".

A. The CONSULTANT shall commence upon the issuance of a Notice to Proceed.

B. CONSULTANT shall coordinate all activities with the CRA's designated project manager.

C. The fees for the services as provided in the approved Work Order shall not to exceed $24,900.

The CRA'S representative/liaison during the performance of this Contract shall be Scott Evans, Interim Executive Director, whose telephone number is (561) 844-3408.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Services must begin within five (5) calendar days from the date in accordance with each specific work order or receipt of official notice to proceed. The term of this contract shall be from October 1, 2019 and terminating on March 12, 2020.

B. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the Work Orders.

ARTICLE 3 – FUNDING/CONSIDERATION

The Agency agrees to pay the Consultant for its Services that shall be in accordance with the Work Order attached not to exceed $24,900.00. The Work Order will require separate authorization and will provide adequate detail for services, payments and deliverables. Consultant shall submit a monthly invoice for services detailing all work.

ARTICLE 4- TERMINATION

This Contract may be canceled by the CONSULTANT upon ten (10) days prior written notice to the CRA'S representative in the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CRA fails to cure same within that ten (10) day period. This Contract may also be terminated, in whole or in part, by the CRA, **with or without cause**, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CRA'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA, 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 process, completed work, and other materials related to the terminated work to the CRA.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 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 Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA.

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.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CRA'S representative and written approval must be granted by the CRA'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

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

All of the CONSULTANT'S personnel (and all SUB-CONSULTANT) while on CRA premises will comply with all CRA requirements governing conduct, safety and security.

ARTICLE 6 - SUBCONTRACTING

The CRA reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular SUB-CONSULTANT and to inspect all facilities and approve all proposal of any SUB-CONSULTANT in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CRA.

If SUB-CONSULTANT (s) are used, the CONSULTANT shall use only licensed and insured SUB-CONSULTANT (s). All SUB-CONSULTANT shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all SUB-CONSULTANT.

ARTICLE 7 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Consultants. The CRA shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 9 - INDEMNIFICATION

To the extent allowed by law, the CONSULTANT shall indemnify and hold harmless the CRA, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CRA, its agents, officers 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 CONSULTANT not included in the paragraph above and for which the CRA, its agents, officers, or employees are alleged to be liable.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article 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.

ARTICLE 10- INSURANCE

A. Prior to execution of this Contract by the AGENCY the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY 'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of $1,000,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or Contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption

authorized by the Department of Insurance and shall provide a copy of such exemption to the AGENCY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the AGENCY as an "Additional Insured".

ARTICLE l1 - SUCCESSORS AND ASSIGNS

The CRA and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CRA nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which a party may be hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the CONSULTANT.

ARTICLE 12 – VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be Palm Beach County, Florida.

ARTICLE 13-REMEDIES

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.

ARTICLE l4 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CRA'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONSULTANT. The CRA agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notification and the CONSULTANT

shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONSULTANT under the terms of this Contract

ARTICLE 15 – DELAYS AND EXTENSION 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 Sub-consultants 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 CRA 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 Sub-consultants' fault or negligence, as determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 16 - INDEBTEDNESS

The CONSULTANT shall not pledge the CRA'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CRA'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 CRA under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CRA'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports

and other data developed, or purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

The CRA 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.

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent CONSULTANT, and not an employee, agent, or servant of the CRA. 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'S 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 CRA shall be that of an Independent CONSULTANT and not as employees or agents of the CRA.

The CONSULTANT 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 Contract.

ARTICLE 19 - 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 Contract 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 Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CRA shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

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.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, 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.

ARTICLE 23 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA'S representative upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or CRA agency.

ARTICLE 24 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - MODIFICATIONS OF WORK

The CRA reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CRA'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA'S decision to proceed with the change.

If the CRA elects to make the change, the CRA shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the BOARD OF COMMISSIONERS FOR THE CRA OF RIVIERA BEACH or its designated representative.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CRA shall be mailed to:

Attn: Scott Evans, Interim Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

With a copy to:

J. Michael Haygood
J. MICHAEL HAYGOOD, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

and if sent to the CONSULTANT shall be mailed to:

Constant Computing
Attn: Mike DePastino, Authorized Member
8400 N, University Dr, Suite 301,
Tamarac, FL 33321

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

ARTICLE 27 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 28 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 29 - WAIVER

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

ARTICLE 30 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 31 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CRA may at its option and without notice terminate this Contract.

ARTICLE 32 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the CONSULTANT hereby represents to the CRA that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 33 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 34 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract and the Scope of Services attached hereto as "Work Order One". The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 35 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the EXECUTIVE DIRECTOR OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY or its designated representative.

ARTICLE 36 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 37 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 38 - WAIVER OF SUBROGATION

CONSULTANT hereby waives any and all rights to Subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 39 - RIGHT TO REVIEW

The CRA, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 40- FLORIDA PUBLIC RECORDS ACT

The Contractor shall comply with Florida's 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 Agency 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 Agency 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 requirement for retaining said public records and transfer, at no cost, to the Agency all said public records in possession of the Contractor upon termination of this Agreement and destroy and duplicate public records that are exempt of confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS Tamara Seguin, 561-844-3408, email-tseguin@rbcra.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

[Signature on following page]

Attest:
By: Tamara D. Seguin

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Scott Evans,
CRA INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
J. MICHAEL HAYGOOD,
J. Michael Haygood, PA
CRA ATTORNEY
Date: 5/11/2020

CONSTANT COMPUTING , LLC

_____
By: Mike DePastino, Authorized Member

EXHIBIT A
Constant Computing
Scope of Work

All work activities performed by the Independent Contractor/ Consultant 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/ Consultant's primary contact person. Constant Computing will keep the CRA contact person informed of the status of assigned work. Ali 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 sentences 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 antimalware 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 back solutions including cloud back up service, hybrid cloud back up services, 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 Services.

- Web Protection- protect network form 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

EXHIBIT B

FEE SCHEDULE

Rate Type	Category	Monthly Cost	Yearly Cost
Fixed	Initial Assessment/Implementation of: -Advanced Performance & Health Monitoring -Network Inventory Software -Help Desk Ticketing System -Backup Service -Antivirus Service -Antispam Service -Remote Support Tools	$0	$0
Fixed	Monitoring, Patch Management, and Antivirus Service for Servers and Workstations	$1,550	$18,600
Fixed	Hybrid Backup for Servers and Workstations	$995	$11,940
Variable	User Support: (~4.5 hours) * Desktop App Support Help Desk Support Staff Training Onsite Support	$550	$6,600
Variable	Admin Services (12 hours) * Server Network Security	$1,500	$18,000
Variable	Projects (~12.5-20 hours) **	$1550 - $2,500	$18,600 - $30,000
Totals		$6145 - $7,095	$73,740 - $85,140

Notes:

*Analysis of almost three years of service at the current agreed upon billing structure and current trends yields average hours for the categories assuming current IT Infrastructure size/inventory. The historical Virtual CIO category was folded into the Projects category for this RFP Proposal.

**Project hours varied based on CRA requirements and budgets.