

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
LANGTON ASSOCIATES, INC.**

This Professional Services Agreement is entered in this \_\_\_ day of April 2020, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (“Agency”) and Langton Associates, Inc., a Florida corporation (herein referred to as “Consultant”)

**WITNESSETH:**

**WHEREAS**, the AGENCY needs professional services to supplement the staff’s capacity to identify and pursue grants (“Services”); and

**WHEREAS**, the Agency’s Procurement Code provides for the engagement of a Consultant through a solicitation process; and

**WHEREAS**, on December 11, 2019, a solicitation for the Services was advertised in the Palm Beach Post, and on the City of Riviera Beach and Riviera Beach CRA websites; and

**WHEREAS**, Langston Associates, Inc. responded to the solicitation and was found to be the most responsive proposer to the solicitation to be awarded a contract for the Services; and

**WHEREAS**, the CONSULTANT desires to provide such Services to the AGENCY and the AGENCY desires to engage the Services of the CONSULTANT as set forth herein; and

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

**SECTION 1. PURPOSE & SCOPE OF SERVICES:** Assignments shall be completed in accordance with the attached Scope of Services as set forth in Exhibit “A.”

- A. PREPARATION AND SUBMISSION OF GRANT APPLICATIONS.** The Consultant shall develop and prepare a minimum of twelve grant applications per year with no cap on the amount on the number of grants requested by and as directed by the Interim Executive Director and submit completed applications to the funding agencies; also provide technical assistance to Agency staff who are already soliciting grants.

**B. TECHNICAL ASSISTANCE ON GRANT ADMINISTRATION.** Consultant shall provide to Agency staff and contractors administering grants with expert advice that will keep them on track.

**C. INTERGOVERNMENTAL RELATIONS WITH FEDERAL AND STATE GOVERNMENTS.** Consultant will act as a liaison to the funding agency before, during, and after any application is made.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- A. The effective date of this Professional Services Agreement shall be upon the execution by the last of the parties to the Agreement (“Effective Date”) through September 30, 2021, with two, one-year options to renew at the option of the Agency upon the same terms as the original term.
- B. The Agency and Consultant agree to be governed by applicable local, state, and federal laws, rules, and regulations. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party, and attached to the original Agreement.
- C. The Agency agrees to:
  - 1. Provide all files, data, and information that are available as requested by the Consultant.
  - 2. Process all requests for payment in a timely manner.

## **SECTION 3. FUNDING/CONSIDERATION**

A. The Agency agrees to pay Consultant for its Services, a monthly fee of Four Thousand Dollars (\$4,000.00). The first month shall be prorated from the Effective Date of the Agreement.

B. For reimbursable expenses, if any, the Agency shall pay Consultant’s the cost of all necessary, reasonable and ordinary reimbursable expenses incurred by Consultant and its sub-consultants in the provision of Services with no mark-up on said reimbursable expenses. Reimbursable expenses shall include, Agency requested printing, reproductions, renderings, models, mockups, professional photography, mailing fees, and presentation materials that are approved in advance by the Agency.

## **SECTION 4. TERMINATION**

This Professional Services Agreement may be cancelled prior to the Expiration Date by the Consultant upon ten (10) days prior written notice to the Agency’s representative in the event of substantial failure by the Agency to perform in accordance with the terms of this Agreement through no fault of the Consultant; provided the Agency shall fail to cure same within that ten (10) day period. It may also be terminated prior to the Termination Date, in whole or in part, by the Agency, with or without cause, upon ten (10) days prior written notice to the Consultant. Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the Agency’s satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Agency, the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the Agency
- D. Continue and complete all parts of the work that have not been terminated.

**SECTION 6. REMEDIES**

This Professional Services Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each party to this Continuing Services Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

**SECTION 8. AVAILABILITY OF FUNDS**

The Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

**SECTION 9. DELAYS AND EXTENSIONS OF TIME**

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors

and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the Agency shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the Agency's rights to change, terminate, or stop any or all of the work at any time.

If the Consultant is delayed at any time in the process of the work by any act or neglect of the Agency or its employees, or by any other consultant employed by the AGENCY or by changes ordered by the Agency or any causes beyond the Consultant's control, or by delay authorized by the Agency pending negotiation or by any cause which the Agency shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the Agency may decide.

#### **SECTION 10. REPRESENTATION AND NOTICE**

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

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

##### **For the Agency:**

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

With a copy to:

J. Michael Haygood, Agency Attorney  
701 Northpointe Parkway, Suite 209,  
West Palm Beach, FL 33407

##### **For The Consultant:**

Michael Langton, President  
Langton Associates, Inc.  
4830 Atlantic Boulevard  
Jacksonville, FL 32207  
T: (904)598-1368

**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, 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.

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 Continuing Services 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 to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 15. NON-DISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Consultant shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

**SECTION 16. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 17. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

**SECTION 18. VENUE**

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

**SECTION 19. ATTORNEY'S FEES**

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

**SECTION 20. INSURANCE**

22. 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.

22. The Consultant shall maintain during the term of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property 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.

22. 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 .

#### **SECTION 20. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Agency.

#### **SECTION 21. EFFECTIVE DATE**

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

#### **Section 22. Florida Public Record Act**

The CONSULTANT 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 required by the CRA perform the services under this Agreement.
- (b) Upon request from the CRA" 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.

- (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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.
  
- (d) 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 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, TAMARA SEGUIN AT 561-844-3408, tseguin@rbcr.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

**[THE REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]  
[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**ATTEST:**

By: \_\_\_\_\_

**Riviera Beach Community  
Redevelopment Agency**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairperson

**Approved as to form:**

By:  \_\_\_\_\_

J. Michael Haygood  
AGENCY Attorney

**Langton Associates, Inc.**

By: \_\_\_\_\_

Michael Langton  
President