

**INDEPENDENT CONTRACTOR  
CONSULTING AGREEMENT**

THIS AGREEMENT is made by and between the City of Riviera Beach, Florida, a municipality existing under the laws of the State of Florida (hereinafter referred to as "the City") and Bevin A. Beaudet, P.E., LLC (hereinafter referred to as "Consultant"). The City and Consultant shall be referred to herein collectively as "the Parties."

WHEREAS, Consultant has a technical and distinct field of expertise in the area of the operation, evaluation, and management of public water utilities in the Palm Beach County area; and

WHEREAS, the City seeks to obtain the services and expertise of Consultant on a defined basis to assist the Interim Utilities Director, assisting the City in connection with services relating to the safe, effective, and efficient operation of the City's water treatment and distribution system and other related matters as requested by the City; and

WHEREAS, the services and expertise to be provided by Consultant relate to a technical and distinctive field of expertise concerning utilities, such that the competitive selection process is not necessary or appropriate;

WHEREAS, Consultant represents he is capable and prepared to provide such services; and

WHEREAS, time is of the essence in entering into this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree and acknowledge as follows:

1. **Effective Date and Term.** The effective date of this Agreement shall be May 5, 2016. Consultant's services under this Agreement are "at-will," such that they may be terminated with or without cause or prior notice by either Consultant or the City. No verbal or written statement by any individual may alter the "at-will" nature of this Agreement, except for a written agreement with a definite term, designated as such, and signed by the City Manager, with approval by the City Council.
2. **Services and Independent Contractor Status.** Consultant shall assist the City and the City's Utilities Department in providing services relating to the safe, effective, and efficient operation of the City's drinking water system and , provide technical support in complying with regulatory consent orders the City has with the Palm Beach County Health Department and the Department of Environmental Protection, as well as other related matters as requested by the City and as set forth more fully in Exhibit A, entitled Scope of Services (collectively, "Services"). Consultant undertakes performance of the Services as an independent contractor and shall be responsible for the methods and manner of performance of such Services.

Consultant will perform Services under this Agreement on a part-time basis. Initially Consultant will devote a minimum of three days per week 6 hours per day (*i.e.*, 18 hours per work week). Following this initial period, beginning on a date to be determined by mutual agreement between the Parties, Consultant shall perform Services on an as needed basis in order to professionally complete the Scope of Services attached hereto. The Parties agree and acknowledge that the Consultant's work

schedule will be decided upon by mutual agreement between the Parties in order to provide flexibility to the Parties.

In performing the Services under this Agreement, Consultant agrees to prepare a written report consisting of an expert evaluation of the operation, policies, procedures, and practices of the City's staff responsible for the drinking water system, with the goal of diagnosing and preventing potential water quality problems within the City's entire service area, and improving operational efficiency and job satisfaction. Additionally, the Consultant will provide recommendations for improving transparency of drinking water quality to the City Council, City Manager and citizens of Riviera Beach. Such report will be due on a mutual date as agreed upon between the Parties.

The City shall be responsible for providing information to Consultant reasonably required by him to perform the Services under this Agreement, including existing departmental operational information and any other reasonably related information. The City Manager or his/her designee, shall act as the City's representative under this Agreement.

Consultant is free to perform similar consulting services on behalf of other clients, subject to applicable ethical laws, rules, and regulations.

**3. Standard of Care.** In performing the Services under this Agreement, Consultant shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and Consultant shall, at the City's request and at no additional cost to the City, re-perform Services which fail to satisfy the foregoing standard of care. Consultant warrants that all Services performed under this Agreement shall be performed solely by him.

**4. Compensation.** As compensation for performing the Services under this Agreement, the City agrees to pay Consultant an hourly fee in the amount of **ONE HUNDRED AND FIFTY 00/100 DOLLARS (\$150.00)** per hour but the total compensation shall not exceed \$25,000.

Nothing herein guarantees a minimum amount of compensation Consultant will receive for Services performed under this Agreement.

**5. Payment.** Consultant shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this Agreement, to the attention of the City Manager. Accordingly, invoices submitted shall cover the prior month's work and shall be submitted on or before the 15<sup>th</sup> day of the month following the month in which the Services were performed. Each invoice shall specify the Services performed and the time expended by Consultant in 1/10 (.1) of an hour increments. Additionally, each invoice shall indicate Consultant's tax ID number.

Subject to approval in accordance with the City's standard policies, policies, and procedures, the City shall remit payment for each invoice within thirty (30) calendar days of receipt thereof. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by Consultant during any particular calendar month, Consultant is not required to send an invoice and the City shall not be responsible for any payment.

**6. Insurance.** Consultant agrees to secure and maintain appropriate insurance in connection with his provision of Services under this Agreement and provide proof thereof as requested by the City. Consultant further represents that Bevin A. Beaudet, P.E., LLC presently holds and will maintain throughout the duration of this Agreement, a \$1 million dollar commercial liability policy; as well as a \$1 million dollar E&O professional liability policy.

**7. Contingent Fees.** Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**8. Taxes.** Consultant shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to Consultant under the terms of this Agreement. Consultant hereby agrees to indemnify and hold the City harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by the City arising out of Consultant's failure with respect to his obligations in this paragraph.

**9. Availability of Funds.** The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Council.

**10. Confidentiality; Return of Information; Records Compliance.** No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by Consultant under this Agreement shall be made available to any individual or organization by Consultant without prior written approval of the City. The Parties however, recognize and acknowledge that this Agreement is subject to Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.*, including the provisions of Florida Statute § 119.0701(2)(a)-(d), as amended from time to time.

Consultant shall take all reasonably prudent and appropriate steps to safeguard the City's information (in both hard copy and electronic form), including, but not limited to, information relating to the City's employees.

Upon request of the City at any time and, regardless of any request by the City, upon termination of this Agreement, Consultant shall return to the City, all materials (including both hard copy and electronic versions or copies), relating to the City and/or its employees, in Consultant's possession, custody, or control.

Consultant further agrees that he will comply with Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.* and specifically, that he will: keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services under this Agreement; provide the public with access to public records on the same terms and conditions the City would provide the records and at a cost not to exceed the cost provided under Chapter 119 of the Florida Statutes, as amended from time to time, 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; meet all requirements for retaining public records and transfer,

at no cost to the City, all public records in his possession upon termination of this Agreement (with all records stored electronically provided in a format that is compatible with the City's information technology systems), and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements.

**11. Conflicts of Interest.** Consultant represents that he will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this Agreement. Consultant further agrees that he shall promptly notify the City in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence Consultant's judgment or the quality of the Services performed under this Agreement. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that Consultant wishes to undertake and request the City's response as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Consultant. The City agrees to notify Consultant of its opinion within thirty (30) days of receipt of notification by Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Consultant, the City shall so state in its response.

**12. Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

**13. Applicable Law, Venue, and Waiver of Jury Trial.** The terms and enforcement of this Agreement are governed by the laws of the State of Florida. The Parties expressly agree that any dispute arising from or related to this Agreement shall be heard by a state or federal court of competent jurisdiction in the State of Florida with venue in Palm Beach County, Florida and that they will submit to and not challenge the jurisdiction of such court. **THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

**14. Severability.** If any provision, or any portion thereof, contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**15. No Waiver.** A waiver by either the City or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**16. Modification.** This Agreement may not be amended or modified by any oral or written agreement, except by a document designated as an amendment or modification and signed by both Consultant and the City Manager, with approval by the City Council.

**17. Entire Agreement.** The language of this Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, discussions, or negotiations between the Parties.

**18. No Assignment.** Consultant may not assign the rights, nor his responsibilities under this Agreement.

**19. Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by facsimile or e-mail in PDF (or similar) format, each of which will be as fully binding as an original document.

**20. Notices.** All notices required to be given under the terms of this Agreement or which either of the Parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

Bevin A. Beaudet, P.E., LLC  
ATTN: Bevin Beaudet  
316 Plymouth Road  
West Palm Beach, FL 33405  
561-373-4442

The City of Riviera Beach, Florida  
ATTN: City Manager  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

Any Party may designate a change of address at any time by giving written notice thereof to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

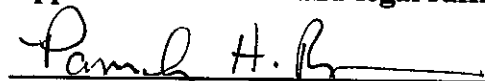
IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved and executed, as follows:

**CITY OF RIVIERA BEACH**


  
\_\_\_\_\_  
**Ruth C. Jones, City Manager**

Date: 5-4-2016

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
**Pamala H. Ryan, BCS**  
**City Attorney**

**CONSULTANT**

  
\_\_\_\_\_  
**Bevin Beaudet,**  
**Bevin A. Beaudet, P.E., LLC**

Date: 5/5/2016

## **SCOPE OF SERVICES**

1. Consultant will obtain and review any and all available documents, reports, laboratory data and correspondence related to drinking water quality within the entire Riviera Beach service area. These data will include any and all Consent Orders relevant to the City Utility District.
2. Consultant will meet with Riviera Beach public officials, Public Utilities staff, consultants and regulatory agency personnel relating to water quality issues within the entire Riviera Beach service area, including discussion of the Consent Orders and the existing Master Plan.
3. Working with staff and the Interim Public Utilities Director, Consultant will diagnose any and all identified water quality problems identified and determine how these problems may have developed. This includes a review of both operational as well as personnel issues.
4. Working with staff and the Interim Public Utilities Director, Consultant will develop a detailed plan to remedy any water quality issues or problems identified. This plan will include both technical and organizational recommendations as appropriate.
5. Consultant will recommend strategies and activities, coordinated with the Palm Beach County Health Department and the Florida Department of Environmental Protection, to remedy any outstanding compliance issues regarding the Riviera Beach Utilities district.
6. Working with City staff, Consultant will develop a world class transparency procedure with the goal of keeping public officials and citizens apprised of their drinking water quality on an up to date schedule.
7. Consultant will incorporate his recommendations in a detailed report. These recommendations will include technical as well as organizational changes as needed to keep Riviera Beach drinking water safe, reliable and trusted throughout the community.
8. Consultant will propose the structure and responsibilities of a Utility District Community Advisory Board.