

RESOLUTION NO. 2016-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN A AND ASSOCIATES, INC. ("CONSULTANT") AND THE AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency desires to provide security services for the Riviera Beach Marina Event Center, LLC at the redeveloped municipal marina located within the community redevelopment area of the City of Riviera Beach; and

WHEREAS, Riviera Beach Procurement Code provides for the selection of a firm to provide services through a competitive process or a cooperative agreement with the City of Riviera Beach; and

WHEREAS, the Consultant has been selected by the City of Riviera Beach through a competitive process to provide security services for the City of Riviera Beach; and

WHEREAS, the Agency and the Consultant desire to enter into an agreement for the Consultant to provide the Agency with security services consistent with the contract with the City of Riviera Beach;

WHEREAS, cost for basic security guard services and special event/circumstances will not exceed Eighty Thousand Dollars (\$80,000).

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

SECTION 1. The Agency hereby approves the Agreement between A and Associates, Inc. and the Riviera Beach Community Redevelopment Agency, substantially in the form attached hereto as Exhibit "A", to provide security services for the Agency at the Riviera Beach Marina Uplands..

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

[Signatures on following page]

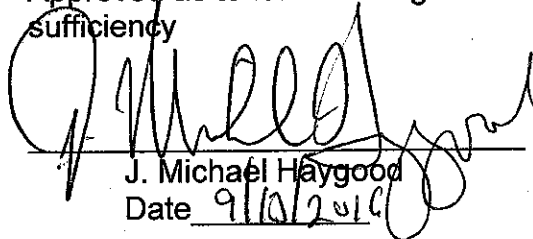
PASSED AND ADOPTED this ____ day of September 2016.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Name: Terence Davis
Title: Chairperson

ATTEST:

Executive Director

Approved as to form and legal
sufficiency


J. Michael Haygood
Date 9/15/2016

MOTION BY: _____

SECONDED BY: _____

- D. PARDO _____
- K. MILLER-ANDERSON _____
- L. HUBBARD _____
- T. DAVIS JOHNSON _____
- T. DAVIS _____

General Counsel to CRA

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY AND A & ASSOCIATES, INC.**

This Professional Service Agreement is entered in this ____ day of September, 2016, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Agency") and A & Associates, Inc., a corporation authorized to do business in the State of Florida (herein referred to as "Contractor").

WITNESSETH:

WHEREAS, the Agency desires to provide security services for the Riviera Beach Marina Uplands at the redeveloped municipal marina located within the community redevelopment area of the City of Riviera Beach; and

WHEREAS, the Riviera Beach Procurement Code provides for the selection of a firm to provide services through a competitive process or a cooperative agreement with the City of Riviera Beach; and

WHEREAS, the Contractor has been selected by the City of Riviera Beach through a competitive process to provide security services for the City of Riviera Beach; and

WHEREAS, the Agency and the Contractor desire to enter into an agreement for the Contractor to provide the Agency with security services at the Riviera Beach Uplands consistent with the contract with the City of Riviera Beach.

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

SECTION 1. PURPOSE & SCOPE OF SERVICES.

To provide Armed and Unarmed Security Guard Services to the Agency for 190 E 13th ST, Riviera Beach, FL to include the Riviera Beach Marina Event Center, Bicentennial Park, Pavilion, Parking Lots, and Restaurant Pad Sites, and all of the Marina Upland property from the Marina Bulkhead west to Avenue C from 11th Street north to 15th Street. Additionally Consultant will be required to provide security services in the Overflow Parking areas between 13th Street and 12th Street between Avenue C and Broadway, including future parking on the Spanish Court Property located between 12th Street South to the Cracker Boy Property Line and from Avenue C to Broadway.

The following services are to be provided:

- All guards must meet the minimum qualifications as set forth in Attachment "A". Contractor shall render all services in a diligent, careful, thorough and professional manner consistent with sound business practices and consistent with security standards, subject to policies and guidelines established in Attachment "A" or which from time to time hereafter may be established by the Agency. Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- Patrol interior and exterior facilities on foot or by motorized off-street carts or licensed motor vehicles utilizing an approved Guard Tour System.
- Patrol in accordance with routes and schedules established by the Agency.
- Patrol the interior of the Event Cent, Building 101, and 102 utilizing an approved Guard Tour System
- Assist with crowd and traffic control.
- Monitor/control access to facilities.
- Check visitor identification and maintain a visitors log for all who enter the Event Center during non-event times.
- Identify and log any and all maintenance issues identified during your shift in the "Maintenance Book".
- Cover an assignment at a fixed area or patrol an area facility for the purpose of detecting and preventing individuals or groups from committing acts that are injurious to others or to property.
- Communicate effectively with the public and Agency personnel and direct visitors to appropriate personnel and services with the facility various locations throughout Marina Village.
- Visually screen packages, parcels, and/or equipment being carried in and out of the facility.
- Inspect all packages, parcels, and equipment leaving the facility after hours.
- Patrol in accordance with routes and schedules established by the Agency.
- Monitor all areas for Trespassers in Bicentennial Park, Pavilion, and the Beach from dusk to dawn. Violators are to be asked to leave and if they refuse contact the police.
- Parking management will be required identifying un-authorized parking and contacting the appropriate Tow Company in accordance with the Agency Policy.
- Lock and unlock gates and doors at designated times as required.
- Turn lighting and/or equipment on and off at designated times as required.
- Check designated points daily such as gates, doors, etc. as directed by Agency.
- Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- Respond to scene of locally activated fire, burglary, or other alarms; other emergency situations; and take appropriate action as necessary and/or as prescribed in the post orders issued by the Agency and properly following the emergency procedures as listed in the "RED" Book.
- Investigate questionable acts or behavior observed or reported on Agency premises and questioning witnesses and suspects to verify facts.
- Maintain law and order within area of assignment
- Maintain order and using good judgment and discretion in handling unruly or trespassing public.
- Maintain daily logs and write daily reports, incident reports, and non-employee injury reports.
- Report to work on time and hold over on assigned duties until relieved as required.
- Maintain high visibility while on duty.
- Maintain a non-nonsense attitude while on duty and a professional demeanor and appearance.
- Reading or engaging in lengthy conversations while on duty shall not be permitted.
- Hours:

- Monday through Thursday – 6:45 p.m. to 7:45 a.m.
- Friday through Sunday – 6:45 p.m. to 7:45 a.m.
- Shift start times will be modified with Daylight Savings time change
- Tours:
 - To be conducted once per hour
 - Special assignments and Guard Tour suspensions will be addressed by the Agency Staff in the form of the “Daily Pass-on”
- Start and Close of Shift
 - Receive the Security Keys from the designated Marina Village Ambassador during the night shift and turn over to designated Marina Village Ambassador at the end of the morning shift.
 - Check all doors to make sure they are locked
 - Check all restrooms to make sure they are empty
 - Check the 2nd Floor Terrace rooms and doors.
 - Consultant will be assessed a penalty of \$50.00 for any Security Guard that is more than 15 minutes late for a shift. Penalty assessments will be deducted from the next invoice.
 - Consultant will be assessed a penalty of \$150.00 for any Security Guard that is a No-Show. Penalty assessments will be deducted from the next invoice.
- Special Events / Additional Security Services
 - Additional Security Guards may be needed for events. Agency will attempt to give a 14 day notice. The billing rate will remain the same for these special requests.
- Weekly Hours Confirmation: Consultant Management to meet with the Agency designated staff on a weekly basis to review and approve weekly billing.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall commence upon execution by both parties and shall terminate on August 4, 2017, unless terminated earlier in accordance with Section 4 of this Agreement. This contract may be extended for one (1) two (2) year extension by approval of the Board of Commissioners of the Agency, subject to extension of the City of Riviera Beach Agreement by the City of Riviera Beach.
- B. The Contractor shall fully perform the obligations identified in “Section 1” to the satisfaction of the AGENCY.
- C. The AGENCY and Contractor 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.
- D. The AGENCY agrees to:
1. Provide all files, data, and information that are available as requested by the Contractor.
 2. Process all requests for payment in a timely manner.

SECTION 3. FUNDING/CONSIDERATION

- A. Compensation for the services provided under this Agreement shall be paid as follows:
- Seventeen Dollars and Thirteen Cents (\$17.13) per security guard for each hour of service by the armed security guard.
 - Fourteen Dollars and Seven Cents (\$14.07) per security guard for each hour of service by the unarmed roving guard.
- B. The Contractor will prepare and submit to the AGENCY an invoice detailing specific services provided. Payment for services will be made by the AGENCY within thirty (30) days of the invoice date, provided received at least fifteen (15) days prior to a scheduled CRA Board meeting.
- C. Payment to the Contractor for services rendered will be made once a month upon receipt and approval of detailed invoice and work provided in Section 1.

SECTION 4. TERMINATION

This Agreement may be cancelled by the Contractor 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 Contractor; 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 the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor 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 Contractor 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 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 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 Contractor 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 Contractor 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 Contractor's request, the AGENCY shall consider the facts and extent of any failure to perform the work and, if the Contractor'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 Contractor 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 contractor employed by the AGENCY or by changes ordered by the AGENCY or any causes beyond the Contractor'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 Agreement, as more fully set forth in Section 1, the AGENCY representative shall be the AGENCY Executive Director. Contractor 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, AGENCY Interim Executive Director
2001 Broadway, Suite 300,
Riviera Beach, FL 33404

With a copy to:

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

For The Contractor:

A & Associates, Inc.
c/o Ms. Evelyn Looney, VP
951 Sansbury Way, Suite 203
West Palm Beach, Florida 33411

SECTION 11. RECORD KEEPING

- A. All records submitted by the Contractor 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 Contractor 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 Contractor 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.

The AGENCY and the Contractor 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 Contractor 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 Contractor sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor 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 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor, 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 Contractor 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, Contractor 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. 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. 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 requirements 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 any duplicate public records that are exempt or 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 Darlene Hatcher, 561-844-3408, email-dhatcher@rivierabchcra.com, 2001 Broadway, Suite 300, West Palm Beach, FL 33404.

SECTION 21. EFFECTIVE DATE

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

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

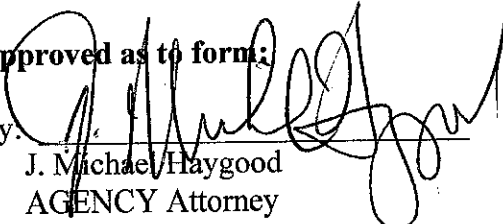
ATTEST:

By: _____
Name: Scott Evans
Title: Interim Executive Director

**Riviera Beach Community
Redevelopment Agency**

By: _____
Name: Terence Davis
Title: Chairperson

Approved as to form:

By:  _____
J. Michael Haygood
AGENCY Attorney

ATTEST:

Contractor

A & Associates, Inc.

By: _____
Name: _____
Title: _____