



Memorandum

To: Honorable Mayor and Village Council

From: James M. Weinand, Acting Village Manager

Date: January 29, 2019

Subject: TRB Management, Inc. Professional Services Agreement

The attached agenda item is a Professional Services Agreement between the Village of Tequesta and TRB Management, Inc. for the purpose of providing private building inspection services. Private services shall include building inspections by licensed officials at the Water Treatment Plant as part of the Village's ongoing upgrade.

TRB Management, Inc. was selected as the qualified independent contractor to provide these services.

The purpose of hiring this private inspection service is solely to save on building permit fee expenses; it's not intended to diminish the qualifications of our Building Official. By hiring an independent private qualified inspector, we were able to reduce the building permit fees by \$28,500.00.

The total compensation under this agreement shall not exceed \$5,000.00, with expected services to continue until November 1, 2019.

Funding for this item was not anticipated; however, sufficient funds are available in Miscellaneous Renewal & Replacement Account 401-411-549.671.

This Agreement is being submitted for your review. Thank you.

PROFESSIONAL SERVICES AGREEMENT
Private Provider for Building Inspection Services

This Professional Services Agreement (the "Agreement") for Private Building Inspection Services is made and entered into this 29 day of ~~February~~ ^{January} 2019, by and between the Village of Tequesta (the "Village"), Florida, a municipal corporation with offices located at 345 Tequesta Drive, Florida 33469, and TRB Management, Inc. (the "Private Provider"), a Florida Profit Corporation with offices located at 19005 Talon Way, Jupiter, Florida 33458, both of whom understand and agree as follows:

WHEREAS, the Village requires private building inspection services as contemplated and authorized by Section 553.791, *Florida Statutes* for the Village's Water Treatment Plant upgrade project; and

WHEREAS, the Private Provider is willing and able to enter into this Professional Services Agreement to provide such services during the plant upgrade project; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services to be provided by Private Provider in providing Private Building Inspection Services for the Village.

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

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2. SCOPE OF SERVICES

Private Provider shall provide private building inspection services at the Water Treatment Plant as part of the Village's ongoing upgrade project. All building inspection services shall be performed by appropriately licensed officials in accordance with the Florida Building Code and Florida Statutes, as applicable, including but not limited to Section 553.791.

SECTION 3. INDEPENDENT PRIVATE PROVIDER

It is specifically understood that Private Provider is an independent contractor and not an employee of the Village of Tequesta. Both the Village and Private Provider agree that this

Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

SECTION 4. TERM

This Agreement shall be effective upon execution by both parties shall continue in full force and effect throughout the Village's Water Treatment Plant upgrade project. The Village's project is expected to continue until November 1, 2019. Nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of either the Village, or Private Provider to terminate this Agreement, subject to the provisions set forth in Section 5 below.

SECTION 5. TERMINATION; EXPIRATION

The Village of Tequesta may terminate this agreement upon thirty (30) days written notice to Private Provider for any reason or for no reason. Private Provider may terminate this agreement upon thirty (30) days written notice to the Village of Tequesta for any reason or for no reason. This Agreement shall automatically expire upon the conclusion of the Village's Water Treatment Plant upgrade project, which is anticipated to be on or about November 1, 2019.

SECTION 6. COMPENSATION

The Village agrees to compensate Private Provider Five Thousand Dollars (\$5,000.00) for performing the Private Building Inspection Services set forth herein. The total compensation amount under this contract shall not exceed Five Thousand Dollars (\$5,000.00). In the event that the Village or Private Provider terminates this Agreement pursuant to Section 5, the Village shall compensate Private Provider for all services satisfactorily performed as of the date of termination. Private Provider agrees to render an invoice to the Village for services rendered in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following the Village's receipt of such invoice.

SECTION 7. INSURANCE AND INDEMNIFICATION

The Private Provider shall provide proof of workman's compensation insurance and liability insurance in such amounts as are required by state law, including but not limited to Section

553.791(16), and shall name the Village as an “additional insured” on the liability portion of the insurance policy. The Private Provider shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Private Provider, its agents, servants, or employees in the performance of services under this Agreement.

SECTION 8. PUBLIC ENTITIES CRIMES ACT

As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, Private Provider certifies that it, its affiliates, suppliers, subPrivate Providers and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

SECTION 9. INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general’s functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as Private Providers and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

SECTION 10. PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, Private Provider must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request from Village’s custodian of public records, Private Provider must provide Village with copies of requested records, or allow such

records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. If Private Provider fails to provide the public records to Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Private Provider shall ensure that any exempt or confidential records associated with this Agreement are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if Private Provider does not transfer the records to Village. Finally, upon completion of the Agreement, Private Provider shall transfer, at no cost to Village, all public records in possession of Private Provider, or keep and maintain public records required by Village. If Private Provider transfers all public records to Village upon completion of the Agreement, Private Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Private Provider keeps and maintains public records upon completion of the Agreement, Private Provider shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to Village, upon request from Village's custodian of public records, in a format that is compatible with Village's information technology systems.

IF THE PRIVATE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PRIVATE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

SECTION 11. GOVERNING LAW AND VENUE

This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

SECTION 12. ATTORNEY'S FEES

In the event it should become necessary for either party to initiate adversarial proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees incurred in such efforts. Recovery of any attorney's fees against the Village shall be limited to the amounts set forth in Sec. 768.28, *Florida Statutes*.

SECTION 13. SEVERABILITY

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

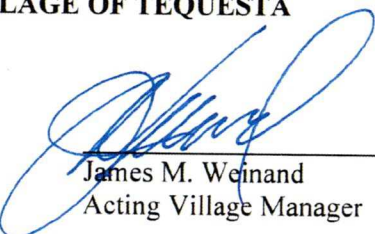
SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding issues relating to Private Provider's service and supersedes any prior agreement or understanding, whether verbal or written, which may have existed between the parties. This Agreement may not be amended except in writing and with the express approval of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth above.

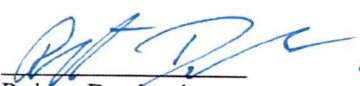
VILLAGE OF TEQUESTA

By:


James M. Weinand
Acting Village Manager

TRB MANAGEMENT, INC.


By:


Robert Duplessis
President

AS PRESIDENT

ATTEST:

By:


Lori McWilliams,
Village Clerk



PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmckilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

Palm Beach County Inspector General

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