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3 **RESOLUTION NO. 2013-01**  
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**  
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**  
8 **PROFESSIONAL SERVICES AGREEMENT**  
9 **BETWEEN THE NONPROFIT ASSISTANCE CENTER**  
10 **AND THE VILLAGE OF BISCAYNE PARK;**  
11 **PROVIDING FOR AN EFFECTIVE DATE.**  
12

13  
14 WHEREAS, in November 2012, the position of Finance Director became open and  
15 RFP 2012-02 for Financial Services was issued, seeking applications from individuals and  
16 firms; and,  
17

18 WHEREAS, after reviewing resumes and proposals submitted and conducting  
19 interviews, the Non-Profit Assistance Center, Inc. (hereinafter referred to as "NPAC") was  
20 selected to serve in the capacity of Finance Director having the knowledge and abilities to  
21 perform the specialized services of the accounting and budgeting processes of municipalities  
22 and government accounting standards; and,  
23

24 WHEREAS, Irwin Williams, CPA, and President of NPAC brings to the Village fifteen  
25 (15) years of professional accounting services throughout Florida, including the last seven (7)  
26 years as the Finance Director for the Village of El Portal; and  
27

28 WHEREAS, the Village desires to retain the services of NPAC through a professional  
29 services agreement for a monthly fee of \$6,000, during the period of January 2013 through  
30 September 30, 2013, and not to exceed \$54,000 for fiscal year 2012-2013, to encompass all  
31 services required, commencing January 9, 2013.  
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33  
34 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE  
35 VILLAGE OF BISCAYNE PARK, FLORIDA:  
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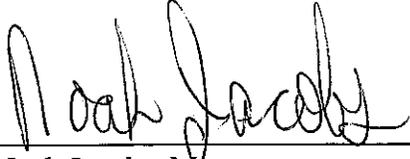
37  
38 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
39 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
40

41 **Section 2.** The Village Commission of the Village of Biscayne Park hereby  
42 authorizes the Mayor to execute the professional services agreement for professional finance  
43 services with the Non-Profit Assistance Center, Inc. for the position of Finance Director. The  
44 agreement, in substantial form, is attached and incorporated by reference into this resolution as  
45 exhibit 1.  
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47 **Section 3.** This Resolution shall become effective upon adoption.  
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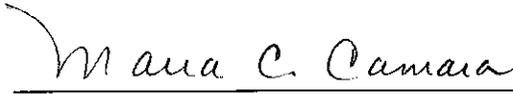
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PASSED AND ADOPTED this 8<sup>th</sup> day of January, 2013.



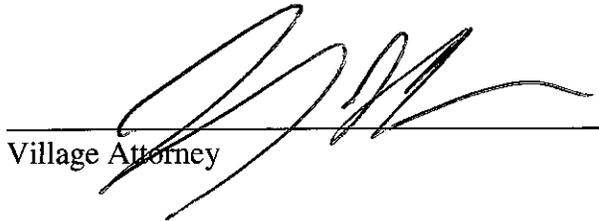
Noah Jacobs, Mayor

Attest:



Maria C. Camara, Village Clerk

Approved as to form:

  
Village Attorney

**The foregoing resolution upon being put to a vote, the vote was as follows:**

Mayor Jacobs: Yes  
Vice Mayor Cooper: Yes  
Commissioner Anderson: Yes  
Commission Ross: Yes  
Commissioner Watts: Yes

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of January, 2013 by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA  
A municipal corporation  
640 NE 114th Street  
Biscayne Park, Florida 33161  
(hereinafter referred to as "VILLAGE")

AND

NON-PROFIT ASSISTANCE CENTER, INC.  
A Florida nonprofit corporation  
18459 Pines Boulevard  
Suite 419  
Pembroke Pines, Florida 33029  
(hereinafter referred to as "NPAC")

1. **Engagement.** The VILLAGE engages NPAC to perform, and NPAC agrees to use commercially acceptable standards to perform, the services specifically set forth in the Scope of Services attached hereto, and incorporated herein by reference, as Exhibit A.
2. **Good Faith.** Both the VILLAGE and NPAC acknowledge and commit to acting in good faith with each other.
3. **Term.** This Agreement shall be effective upon the approval of the VILLAGE Commission, and shall terminate on September 30, 2013, with an option to renew for two (2) additional one (1) year terms, under the same terms and conditions, provided that funds are available and appropriated by the VILLAGE Commission.
4. **Termination.** This Agreement shall be terminable by the VILLAGE upon thirty (30) days written notice without cause. Should this Agreement be terminated, NPAC shall be paid in accordance with the provisions of the Scope of Services set forth in Exhibit A attached hereto, for all acceptable work performed up to the date of termination.
5. **Compensation.** In consideration of the services to be rendered by NPAC during the term of this Agreement, NPAC shall receive a fee as set forth in the Scope of Services attached hereto as Exhibit A. Payment shall be made on or before the first of the month for services rendered in the prior month. Expenses outside the scope of the Agreement will be absorbed by NPAC unless preapproved in writing by the Village Manager. Other than the services covered in the Scope of Services, no work shall be undertaken by NPAC unless authorized in writing by the VILLAGE Manager.

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6. **Indemnification.** NPAC shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of NPAC or its subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of (a) a defective condition in any services provided pursuant to this Agreement, whether patent or latent; (b) any act, omission, default or negligence of NPAC in the provision of the services under this Agreement; (c) the breach of any warranty and/or term of this Agreement by NPAC (d) the violation of federal, state, county or municipal laws, ordinances or regulations by NPAC.

7. **Warranties.** NPAC warrants to the VILLAGE that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Agreement.

8. **Insurance.** **UPON EXECUTION OF THIS AGREEMENT BY NPAC, NPAC SHALL SUBMIT TO THE VILLAGE A COPY OF ITS PROFESSIONAL LIABILITY INSURANCE IN A FORM ACCEPTABLE TO THE VILLAGE.** In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, NPAC shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect. NPAC shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

NPAC shall procure and maintain the professional liability insurance at its own expense and keep such insurance in effect during the full term of the Agreement.

Violation of the terms of this Paragraph and its subparts shall constitute a breach of the Agreement and the VILLAGE, at its sole discretion, may cancel the Agreement and all rights, title and interest of NPAC shall thereupon cease and terminate.

9. **Documents/Records.** Upon termination of this Agreement, NPAC shall transfer, assign and make available to the VILLAGE, or its representatives, all property and materials in its possession or control belonging to the VILLAGE and paid for by the VILLAGE. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, NPAC and the VILLAGE agree that for the purposes of this order the material shall be a work made for hire and the property of the VILLAGE. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in

such event NPAC hereby assigns all right, title and interest to said material to the VILLAGE.

10. **Independent Contractor Status.** NPAC and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the VILLAGE with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

11. **Assignment.** NPAC shall not assign, or transfer its rights, title or interests in the Agreement nor shall NPAC delegate any of the duties and obligations undertaken by NPAC without the VILLAGE's prior written approval.

12. **Construction.** The language in all parts of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against any party. Each party has reviewed this Agreement with their respective counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments to it.

13. **Severability.** In the event a court of competent jurisdiction declares any term or provision of this Agreement to be invalid or unenforceable for any reason, this Agreement will remain in full force and effect, and either: (a) the invalid or unenforceable provision will be modified to the minimum extent necessary to make it valid and enforceable; or (b) if such a modification is not possible, this Agreement will be interpreted as if that invalid or unenforceable provision were not a part of this Agreement.

14. **Solicitation of NPAC Employees or Subcontractors.** The VILLAGE shall not offer employment or solicit services from any NPAC employee or NPAC subcontractor during the course of this Agreement and for a one (1) year period following the termination of this Agreement without the prior written consent of NPAC.

15. **Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.

16. **Entire Agreement; Modification.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

17. **Paragraph Headings.** All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limiting or expanding the terms set out in this Agreement.

18. **Notices.** All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

VILLAGE: Ana Garcia, Village Manager  
Village of Biscayne Park  
640 NE 114<sup>th</sup> Street  
Biscayne Park, Florida 33161

NPAC: Irwin Williams, CA, CPA  
Non-Profit Assistance Center, Inc.  
18459 Pines Boulevard, Suite 419  
Pembroke Pines, Florida 33029

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**THE VILLAGE OF BISCAYNE PARK,**  
a municipal corporation, organized and  
existing under the laws of the State of  
Florida

ATTEST:

By: Noah Jacobs  
NOAH JACOBS, Mayor

Maria C. Camara  
MARIA CAMARA, Village Clerk

Approved as to form:

By: [Signature]  
JOHN J. HEARN, Village Attorney

**NON-PROFIT ASSISTANCE CENTER, INC.**

By: [Signature]  
IRWIN WILLIAMS, CA, CPA

SHELLY, MIDDLEBROOKS & O'LEARY  
P.O. Box 2909  
Jacksonville, FL 32203-2909  
Phone: (904) 354-7711  
Fax: (904) 355-7611

**Shelly, Middlebrooks O'Leary, Inc.**

To: Priestman Group

**\* BINDER \***

01/08/2013

Attn:

Commission: 10%

Renewal Of: NEW

From: Conor O'Leary

dc.oleary@shellyins.com/(904) 354-7711 ext.209

Insured: **Non-Profit Assistance Center, Inc.**

**NOTE: This policy will be billed by the Company. Do not bill or collect the down payment.**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage.  
Policy to Follow Shortly

**POLICY INFORMATION**

SPECIFIED PROFESSIONS POLICY	
<b>Policy Number:</b>	<b>SP 1551922</b>
Policy Period:	01/04/2013 to 01/04/2014
Carrier:	United States Liability Insurance Company
A.M. Best Rating:	A++ (Superior) - IX
COVERAGE PART	PREMIUM
Specified Professions Professional Liability Errors And Omissions	\$505.00
Each Claim Limit	\$250,000
Annual Aggregate Limit	\$250,000
Deductible	\$0
Retroactive Date	1/4/2013
<b>POLICY PREMIUM</b> (This premium may be subject to adjustment)	<b>\$505.00</b>
ADDITIONAL COSTS	
FL CAT Fund Assess	\$6.57
<b>TOTAL</b>	<b>\$511.57</b>

**APPLICABLE FORMS & ENDORSEMENTS**

The following forms apply to the Specified Professions Professional Liability Errors And Omissions coverage part

CONSA (01/08)	Specified Professions Professional Liability Application	PROF-001 06/01	Absolute Pollution Exclusion - Professional
PROF-002 06/01	Mold, Fungus, Bacteria, Virus And Organic Pathogen Exclusion - Professional	SP 07/09	Specified Professions Professional Liability Coverage Form
SP 210 07/09	Retroactive Date Endorsement	SP 212 07/09	Amendment Of Definition Of Insured Endorsement
SP 267 07/09	Payroll Processing Exclusion	SP 270 07/09	Amendment Of Professional Services Endorsement
SP FL 03/10	Florida State Amendatory Endorsement	SP Jacket 09/10	Specified Professions Professional Liability Policy Jacket

SHELLY, MIDDLEBROOKS & O'LEARY  
P.O. Box 2909  
Jacksonville, FL 32203-2909  
Phone: (904) 354-7711  
Fax: (904) 355-7611

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COVERAGE PART	PREMIUM
Specified Professions Professional Liability Errors And Omissions	\$505.00
Each Claim Limit	\$250,000
Annual Aggregate Limit	\$250,000
Deductible	\$0
Retroactive Date	1/4/2013
<b>POLICY PREMIUM</b> (This premium may be subject to adjustment.)	<b>\$505.00</b>
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