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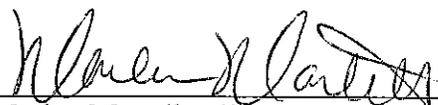
The foregoing resolution upon being put to a vote, the vote was as follows:



Tracy Truppmann, Mayor

Mayor Truppmann: Yes
Vice Mayor Coviello: Yes
Commissioner Johnson-Sardella: Yes
Commissioner Ross: Yes
Commissioner Tudor: Yes

Attest:



Marlen Martell, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
INTERIM VILLAGE MANAGER**

This Agreement is hereby entered on the 27 day of MARCH, 2017, by and between the Village of Biscayne Park, a municipal corporation (hereinafter referred to as "Village"), and, Krishan Manners (hereinafter referred to as "Contractor").

- A. The Village Commission of the Village of Biscayne Park desires to contractually retain Contractor to exercise powers and duties of the Village Manager on an interim temporary basis.
- B. The Village desires to fix and determine the scope, nature and extent of the services and compensation for those services.

NOW THEREFORE, it is hereby mutually agreed by and between the parties as follows:

1. **TERM:** The operative date of this Agreement shall be March 27, 2017, and shall continue and remain in effect until such time as the position of Village Manager is filled. The terms of this Agreement may be extended or reduced by mutual written agreement.
2. **SERVICES:** The Contractor shall perform all duties and functions required by the regular position of Village Manager and in performing such services, the Contractor shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services. The Contractor shall request and obtain prior written approval from the Village Commission if the scope or schedule is to be modified in any way.
3. **INDEPENDENT CONTRACTOR SERVICES:** The Contractor and the Village agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of Contractor shall be entitled to any benefits accorded to Village employees by virtue of the services provided under this Agreement. The Village shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the Florida Retirement Program, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
4. **COMPENSATION:** In consideration for the performance of the services rendered pursuant to this Agreement, the Village shall pay the Contractor \$1,300.00 per week, and paid bi-weekly in accord with the Village's regular payroll cycle, and upon receipt of an invoice. Compensation shall be paid on a bi-weekly basis.
5. **TERMINATION:** The Village shall have the right to terminate services with the Contractor without cause at any time upon written notice. The Contractor shall have the right to voluntarily resign the position with the Village at any time upon written notice given ten (10) working days in advance.
6. **MODIFICATION:** This Agreement may be amended only upon the written agreement of the parties, executed with the same formalities required for the execution of this Agreement.

7. INDEMNIFICATION BY VILLAGE: Whenever in the performance of or in connection with the performance of official duties on behalf of the Village, the Village shall, to the maximum extent permitted by law, indemnify and hold the Contractor harmless against any and all claims, damages and expenses, including reasonable attorney's fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising from the course and scope of services under this Agreement. The Village shall to the maximum extent permitted by law continue this same indemnification and representation after the Contractor is no longer engaged by the Village for any act or incident arising out of the Contractor's performance of official duties. The Village does not waive its sovereign immunity under this or any other provision.
8. JURISDICTION: The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought relating to this Agreement shall be heard exclusively in a State court in the County of Miami-Dade.
9. INTEGRATION: This Agreement constitutes the sole and complete agreement between the parties. This Agreement supersedes any ordinance, rule, regulation, policy, or procedure of the Village that is inconsistent with the Agreement. No amendments to this Agreement may be made except in writing and signed by the parties.
10. SEVERABILITY: If any of the provisions of this Agreement are held invalid or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Village of Biscayne Park

Contractor



Mayor Tracy Truppan



Krishan Manners

Date

27 March 2017

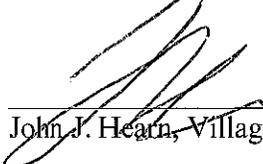
Date

ATTEST:



Maria C. Camara, Village Clerk

APPROVED AS TO FORM:



John J. Hearn, Village Attorney