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3 **RESOLUTION NO. 2017-13**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **RELATING TO CONTRACTS; AUTHORIZING THE**
8 **VILLAGE MANAGER TO EXECUTE THE**
9 **AGREEMENT FOR PROFESSIONAL SUPPORT**
10 **SERVICES BETWEEN THE VILLAGE AND THE**
11 **CONSULTING GROUP OF SOUTH FLORIDA, INC.;**
12 **PROVIDING FOR AN EFFECTIVE DATE.**
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16 WHEREAS, the professional support services of The Consulting Group of South
17 Florida, Inc., (hereinafter referred to as "Consultant") are to be utilized for the successful
18 completion of the 2014-15 audit; and,
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20 WHEREAS, additional work exists in all areas of Finance, specifically in the start and
21 successful completion of the 2015-16 audit; and,
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23 WHEREAS, the Consultant will also provide assistance to our Finance Department in
24 providing an assessment of the Village's budget and financial system and identification of
25 safeguards to put in place; and
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27 WHEREAS, the services selection is consistent with section 2-141, relating to
28 professional consultant services; and,
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30 WHEREAS, the Village desires to retain the services of the Consultant through a
31 professional services agreement for an amount not to exceed \$7,500, to encompass all services
32 required and to be paid on task order basis, commencing March 8, 2017.
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35 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
36 VILLAGE OF BISCAYNE PARK, FLORIDA:
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39 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
40 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
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42 **Section 2.** The Village Manager is authorized to execute the agreement for
43 professional support services with The Consulting Group of South Florida, Inc., for an amount
44 not to exceed \$7,500. The Agreement, in substantial form, is attached and incorporated by
45 reference into this resolution as exhibit 1.
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47 **Section 3.** This Resolution shall become effective upon adoption.
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1 PASSED AND ADOPTED this 7th day of March, 2017.

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

Mayor Truppman: Yes

Vice Mayor Coviello: Yes

Commissioner Johnson-Sardella: Yes

Commission Ross: Yes

Commissioner Tudor: Yes



Tracy Truppman, Mayor

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

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AGREEMENT

This Letter of Agreement is entered into this 7 day of March, 2017 by and between Village of Biscayne Park, hereinafter referred to as the "Village", and The Consulting Group of South Florida, Inc. located at 8235 SW 60th Court, South Miami, FL 33143, hereinafter referred to as "TCG."

RECITALS

The Village desires to retain and employ a Miami-Dade County management firm to resolve issues related to the preparation of the 2014-15 Comprehensive Annual Financial Report and other financial management issues. TCG shall serve under the supervision and direction of the Village Manager.

The parties hereto mutually agree as follows:

A. TERM OF LETTER OF AGREEMENT

1. The respective duties and obligations of the parties hereto shall commence upon execution. The contract shall remain in effect until it is terminated under the terms defined in paragraph 2 below.
2. This Agreement may be terminated by either the Village or TCG by giving 14 days advance written notice of the intention to take such action. Upon giving such notice, the Village shall cause to be paid to TCG any monies due TCG, as herein provided, and TCG in turn shall reimburse the Village for any monies, if any, by it advanced and not earned, and return to the Village any materials, financial records, stationery, etc., which TCG may have which belongs to the Village or which has been generated by this Letter of Agreement.
3. This Letter of Agreement may be renewed or amended by the written consent of both parties.

B. SCOPE OF SERVICES

TCG will provide services and charge as detailed in the attached proposal letter.

C. COMPENSATION

1. TCG shall be compensated as described in the attached proposal letter
2. TCG shall be responsible for such costs as are normally the responsibilities of an independent contractor. Specifically, TCG shall not be reimbursed for

fringe benefits, secretarial support, basic telephone, office supplies and local travel.

3. TCG shall be reimbursed for additional services such as travel outside of Miami-Dade County, the retention of additional project staff/consultants and other services as may be required for the project. TCG will not incur any expenses for Additional Services without the prior written approval of the Village.

D. AGENT

1. It may be necessary for TCG to act from time to time as Agent for the Village (e.g. in completing exhibits or entering agreements with printing firms or other persons). In such instances, TCG shall not bind the Village without first obtaining approval of the general terms of said agreements from the Village.

E. MISCELLANEOUS

1. It is the mutual intent of the parties that TCG shall act strictly in a professional TCG capacity as an independent contractor for all purposes and situations and shall not be considered an employee of the Village. TCG reserves full control of his/her activities as to the manner and selection of methods with respect to rendering professional services to the Village.
2. TCG agrees to use its best efforts in conducting services herein. TCG shall indemnify the Village for any acts or omissions in the performance of services on the part of TCG or on the part of any agent or employee of TCG resulting from TCG's negligence or willful misconduct.

IN WITNESS THEREOF, the parties have caused this Letter of Agreement to be executed by their undersigned officials as duly authorized this day.

THE VILLAGE:

Village of Biscayne Park

By:

Maria C. Camara

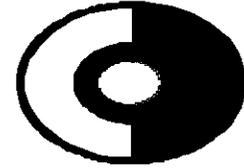
TCG:

The Consulting Group of South Florida, Inc.

By:

Diana M. Gonzalez
Diana M. Gonzalez, President
EIN: 65-0794734
DUNS: 057433026

February 17, 2017



Ms. Sharon Ragoonan
Village Manager
Village of Biscayne Park
640 NE 114 Street
Biscayne Park, FL 33161

Dear Ms. Ragoonan:

I'd like to thank you for reaching out to me regarding the consulting services you are seeking for the purpose of addressing certain deficiencies in the Village's financial processes.

Based on the information that I have received from you and my conversations with Pablo Llerena at GLSC, I am proposing a 2-phased approach intended to address the immediate issues surrounding the 2014-15 CAFR and ongoing assistance to correct the Village's finance and budgeting deficiencies. Below are specific details of the proposal:

Phase 1:

Phase 1 involves the resolution of pending items required for the completion of the FY 14-15 CAFR. As part of our involvement, we will work with Village staff to make the required corrections in the financial system and draft the management discussion and analysis letter. We anticipated that upon completion of the FY14-15 CAFR and corrections to the financial system, the auditor will be able to proceed with the FY15-16 CAFR. The work in Phase I will be performed by me and Dianne G. Wright; both of our resumes are attached to this proposal. It is anticipated that the completion of Phase I will require approximately 40 hours. We propose a fee for Phase I not to exceed \$5,000.00. Billing will occur on a time and materials basis at an hourly rate of \$100.00 per hour.

Phase 2:

Phase 2 involves an assessment of the Village's budget and financial system and identification of safeguards that can be put in place to avoid future problems. Phase 2 will also take into account the corrections made in Phase 1 and will also include a review of the Villages current financial system to ensure that it is being used to its maximum potential. Phase 2 will be completed by Kayla Olsen and me; Kayla's resume is attached for reference. It is anticipated that the completion of Phase 2 will require approximately 25 hours. We propose a fee for Phase 2 not to exceed \$2,500.00. Billing will occur on a time and materials basis at an hourly rate of \$100.00 per hour.

Thank you for your time and attention. Please feel free to call to discuss and/or clarify this proposal.

Sincerely,

Diana M. Gonzalez
President