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PASSED AND ADOPTED this 7th day of November , 2017.



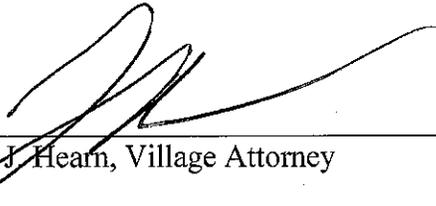
Tracy Truppman, Mayor

Attest:



Marlen Martell, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

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

Mayor Truppman: Yes
Vice Mayor Ross: Yes
Commissioner Johnson-Sardella: Yes
Commissioner Bilt: Yes
Commissioner Tudor: Yes

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into the 28 day of November, 2017 by and between:

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

AND

GOVERNMENTAL MANAGEMENT SERVICES –
SOUTH FLORIDA, LLC
a Florida limited liability company
5385 North Nob Hill Road
Sunrise, Florida 33351
(hereinafter referred to as "CONSULTANT")

1. **Engagement.** The VILLAGE engages CONSULTANT to perform, and CONSULTANT agrees to use commercially acceptable standards to perform, the following services:

- Monthly bank reconciliations
- Process accounts payable (weekly)
- Submit payroll hours (bi-weekly)
- Post payroll transactions to general ledger
- Process pension contributions
- Process payroll taxes and reporting requirements
- Prepare and make weekly cash receipt deposits
- Prepare monthly financial reports and respond to questions
- Prepare annual budget for adoption and budget amendment(s), if required
- Prepare financial records for annual audit report
- Various other financial related issues that may arise related to the daily accounting operations of the Village; all services to be performed from the CONSULTANT's Sunrise office

2. **Term.** This Agreement shall be effective upon the approval of the VILLAGE Commission and shall terminate on November 6, 2018 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.

3. **Termination.** The VILLAGE shall have the right to terminate services with the CONSULTANT without cause at any time upon written notice. CONSULTANT will take

all reasonable and necessary actions to transfer all the books and records of the VILAGE in its possession in an orderly fashion to the VILLAGE and the VILLAGE shall pay CONSULTANT for all services properly rendered prior to termination.

4. **Compensation.** In consideration of the services to be rendered by CONSULTANT during the term of this Agreement, CONSULTANT shall receive a monthly fee of \$3,750.00. The monthly fee shall be paid on the 1st of each month for work done the previous month. At the end of the first year, the VILLAGE shall consider a fee adjustment based on the anticipated type of work to be performed during the next year.

The VILLAGE shall also compensate CONSULTANT in the amount of \$20,000.00 for the following conversion costs:

- Conversion of financial data to CONSULTANT's software
- Reconcile Fiscal Year 2016 to prepare and issue the 2016 CAFR
- Conversion of current data to CONSULTANT's software
- Reconcile Fiscal Year 2017

CONSULTANT shall update the VILLAGE's computer system monthly in order to keep records in the VILLAGE's BS&A software.

The VILLAGE shall pay \$10,000.00 to CONSULTANT upon approval by the VILLAGE Commission and the balance of \$10,000.00 upon the issuance of the 2016 CAFR.

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.

5. **Indemnification.** CONSULTANT 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 CONSULTANT 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 CONSULTANT in the provision of the services under this Agreement; (c) the breach of any warranty and/or term of this Agreement by CONSULTANT (d) the violation of federal, state, county or municipal laws, ordinances or regulations by CONSULTANT.

6. **Warranties.** CONSULTANT 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.

7. **Insurance.** UPON EXECUTION OF THIS AGREEMENT BY CONSULTANT, CONSULTANT 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, CONSULTANT 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. CONSULTANT shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

CONSULTANT 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 CONSULTANT shall thereupon cease and terminate.

8. **Documents/Records.** Upon termination of this Agreement, CONSULTANT 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, CONSULTANT and the VILLAGE agree that for the purposes of this Agreement the material shall be considered 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 CONSULTANT hereby assigns all right, title and interest to said material to the VILLAGE.

9. **Records and Audit**

The VILLAGE reserves the right to audit the records of CONSULTANT relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by the VILLAGE. If required by the VILLAGE, CONSULTANT shall agree to submit to an audit by an independent certified public accountant selected by the VILLAGE at the sole expense of the VILLAGE. CONSULTANT shall allow the VILLAGE to inspect, examine and review the records of the CONSULTANT at any and all times during normal business hours during the term of this Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF BISCAYNE PARK,

**MARLEN MARTELL, VILLAGE CLERK, 640 NE 114TH STREET,
BISCAYNE PARK, FLORIDA 33161,
VILLAGECLERK@BISCAYNEPARKFL.GOV, (305) 899-8000.**

CONSULTANT understands, acknowledges and agrees that CONSULTANT shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion and/or termination of the Agreement if CONSULTANT does not transfer the records to VILLAGE.
- (4) Upon completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the service. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records 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 information technology systems of the VILLAGE within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a VILLAGE's contract for services must be made directly to the VILLAGE. If the VILLAGE does not possess the requested records, the VILLAGE shall immediately notify CONSULTANT of the request, and CONSULTANT must provide the records to the VILLAGE or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (b) If CONSULTANT does not comply with the VILLAGE'S request for records, the VILLAGE shall enforce the contract provisions in accordance with the Agreement.

(c) Any CONSULTANT who fails to provide the public records to the VILLAGE within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONSULTANT to compel production of public records relating to a VILLAGE's contract for services, the court shall assess an award against CONSULTANT the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONSULTANT unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONSULTANT has not complied with the request, to the VILLAGE and to CONSULTANT.

(b) A notice complies with subparagraph (a)(2) if it is sent to the VILLAGE's custodian of public records and to CONSULTANT at CONSULTANT's address listed on its contract with the VILLAGE or to CONSULTANT's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any consultant who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

10. **Independent Contractor Status.** The CONSULTANT and the VILLAGE agree that the CONSULTANT 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 CONSULTANT nor any employee of the CONSULTANT 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 CONSULTANT or any employee of the CONSULTANT.

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

12. **Severability.** If any of the provisions of this Agreement are held invalid or unenforceable, the remainder shall remain in full force and effect.

13. **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.

14. **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.

15. **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.

16. **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: Krishan Manners, Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

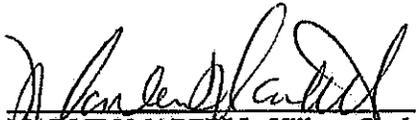
CONSULTANT: Patti Powers, Manager
Governmental Management Services – South Florida LLC
5385 North Nob Hill Road
Sunrise, Florida 33351

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: 
KRISHAN MANNERS, Village Manager


MARLEN MARTELL, Village Clerk

Approved as to form:

By: 
JOHN F. HEARN, Village Attorney

GOVERNMENTAL MANAGEMENT SERVICES
- SOUTH FLORIDA LLC

By: 
Patti Powers, Manager