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3 **RESOLUTION NO. 2017-20**
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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 FIRM OF BEATRICE GALEANO-**
12 **YERA, P.A. FOR FINANCIAL SERVICES; PROVIDING**
13 **FOR AN EFFECTIVE DATE.**
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17 WHEREAS, the professional support services of The Consulting Firm of Beatrice
18 Galeano-Yera, P.A. for Financial Services, (hereinafter referred to as "Consultant") are to be
19 utilized for the successful completion of scope of services Exhibit "A"; and,
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21 WHEREAS, the services selection is consistent with section 2-141, relating to
22 professional consultant services; and,
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24 WHEREAS, the Village desires to retain the services of the Consultant through a
25 professional services agreement for an amount not to exceed \$45,000 annually to encompass
26 all services required as outlined in the scope of services.
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28 WHEREAS, the Village Commission finds it to be in the best interest of the residents
29 of the Village to enter into an Agreement with the Commission for Financial Services for the
30 Village of Biscayne Park.
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32 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
33 VILLAGE OF BISCAYNE PARK, FLORIDA:
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36 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
37 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
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39 **Section 2.** The Village Manager is authorized to execute the agreement for
40 professional support services with The Consulting Firm of Beatrice Galeano-Yera, P.A. for
41 Financial Services. The Agreement, in substantial form, is attached and incorporated by
42 reference into this resolution as exhibit B.
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44 **Section 3.** This Resolution shall become effective upon adoption.
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1 PASSED AND ADOPTED this 4th day of April, 2017.

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Tracy Truppman, Mayor

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

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

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Attest:

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Marlen D. Martell, Village Clerk

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Approved as to form:

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John J. Hearn, Village Attorney

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into the 4th day of April, 2017 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

BEATRICE GALEANO-YERA, P.A.
16839 SW 49th Court
Miramar, Florida 33027
(hereinafter referred to as "CONSULTANT")

1. **Engagement.** The VILLAGE engages CONSULTANT to perform, and CONSULTANT 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. **Term.** This Agreement shall be effective upon the approval of the VILLAGE Commission and shall terminate on April 4, 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. The VILLAGES's Manager and CONSULTANT will reevaluate the VILLAGE's needs on March 5, 2018 and, if appropriate, CONSULTANT will reduce the monthly services and fees.
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 as referenced in Exhibit A, CONSULTANT may 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 may consider a fee adjustment based on the anticipated type of work to be performed during the next year.

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. **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.

10. **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.

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

12. **Solicitation of CONSULTANT Employees or Subcontractors.** The VILLAGE shall not offer employment or solicit services from any CONSULTANT employee or CONSULTANT 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 CONSULTANT.

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.

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

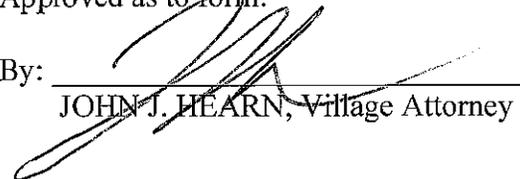
THE VILLAGE OF BISCAYNE PARK,
a municipal corporation, organized and
existing under the laws of the State of
Florida

ATTEST:

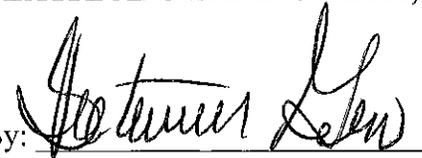

MARLEN MARTELL, Village Clerk

By: 
KRISHAN MANNERS, Interim Village
Manager

Approved as to form:

By: 
JOHN J. HEARN, Village Attorney

BEATRICE GALEANO-YERA, P.A.

By: 

Scope of Services Exhibit "A"

Accounting Function

We will maintain the Village's general ledger. This will include timely posting of all receipts into a cash receipts journal system.

Accounts payables will be processed and paid based upon an agreed upon procedure that will insure proper internal controls and payment approval steps. These steps will be at the direction of the Village Manager and will insure both timely payment and internal control.

We will prepare the Village's payroll and handle all payroll related questions as to deductions, rates, pay differentials, and related issues.

We will maintain the Village's fixed asset ledger to comply with GASB 34 and all insurance requirements.

We will prepare all necessary journal entries to adjust general accounts on a timely basis.

We will regularly compare budget to actual results and discuss with management any significant variances.

We will prepare on a monthly basis, full unaudited financial statements that will include but not be limited to; a Balance Sheet for each fund, a Revenue and Expense Statement for each fund with a budget to actual comparison. Financial Statements will be available for Village Council meetings.

Budget Function

We will either prepare or assist preparation of your annual budget in accordance with Government Finance Officers Association (GFOA) guidelines. Our clients receive annually the "Certificate of Achievement for Excellence in Financial Reporting". This award lends an enormous amount of credibility to a municipal budget.

The budgeting process also includes compliance with county taxing officials for tax roll purposes.

Auditing Function

An important part of our services are during the audit process. We work closely with your independent auditors and prepare all necessary schedules and work papers, it is extremely important to receive an audit that has both a clean opinion and no management letter items.

As a professional finance director your audit introduction letter and management discussion and analysis (MD&A) will be prepared for you in draft form for your review including all visual charts and graphs with tables. All accounting pronouncements are implemented on an early implementation basis.