RESOLUTION NO. 2019-01

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND GOVERNMENT MANAGEMENT SERVICES – SOUTH FLORIDA, LLC TO PROVIDE LOCAL GOVERNMENT FINANCIAL SERVICES TO THE VILLAGE OF BISCAYNE PARK; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 28th, 2017, the Village of Biscayne Park, Florida ("Village") and Government Management Services – South Florida, LLC ("GSM") entered into a professional services agreement for the provision of local government financial services by GSM to the Village for an initial term of one (1) year with an option to renew for two (2) additional one (1) year terms ("Agreement"); and

WHEREAS, the Village and GSM desire to extend the Agreement retroactively from November 6, 2018, for an additional one (1) year and increase by three percent (3%) the yearly compensation of GSM ("First Amendment").

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Commission of the Village of Biscayne Park hereby approves the First Amendment, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form by the Village Attorney. The Village Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the Village.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 5th day of February, 2019.

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

Mayor Truppman: Yes
Vice Mayor Johnson-Sardella: Yes
Commissioner Samaria: Yes
Commissioner Tudor: Absent
Commissioner Wise: Yes

Tracy Truppman, Mayor

Attest:

Roseann Prado, Village Clerk

Approved as to form:

John R. Herin Jr., Village Attorney

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND GOVERNMENTAL MANAGEMENT SERVICES – SOUTH FLORIDA, LLC FOR LOCAL GOVERNMENT FINANCIAL SERVICES

This First Amendment to the Professional Services Agreement for local government financial services ("First Amendment") made and entered into this___ day of February, 2019, between the Village of Biscayne Park, a Florida municipal corporation whose principal address is 640 NE 114th Street, Biscayne Park, Florida 33161 ("Village") and Governmental Management Services – South Florida, LLC, a Florida limited liability corporation whose principal address is 5385 N. Nob Hill Rd., Sunrise, Florida 33351 ("GSM").

WHEREAS, on November 28th, 2017, the Village and GSM entered into a professional services agreement for the provision of local government financial services by GSM to the Village for an initial term of one (1) year with an option to renew for two (2) additional one (1) year terms ("Agreement"); and

WHEREAS, the Village and GSM desire to extend the Agreement retroactively from November 6, 2018, for an additional year and increase by three percent (3%) the yearly compensation of GSM as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:

Section 1. Amendment to Section 2 of the Agreement. The parties hereby amend Section 2 of the Agreement as follows:

2. Term. This Agreement shall be effective upon approval of Village Commission and shall terminate on November 6, ~~2018~~ 2019 with an option to renew for ~~two (2)~~ one (1) additional one (1) year ~~terms~~ term, under the same terms and conditions, provided that funds are available and appropriated by the Village Commission.

Section 2. Amendment to Section 4 of the Agreement. The parties hereby amend Section 4 of the Agreement as follows:

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 $3,862.50. The monthly fee shall be paid on the 1st of each month for work done the previous month. At the end of the ~~first~~ second year, the Village shall consider a fee adjustment based upon 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 issuance of the 2016 CAFR.~~

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

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the Agreement shall remain in full force and effect.

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

GOVERNMENT MANAGEMENT SERVICES – SOUTH FLORIDA, LLC

_____
Patti Powers, Manager

VILLAGE OF BISCAYNE PARK, FLORIDA

_____
Krishan Manners, Village Manager

ATTEST:

_____
Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ONLY:

_____
John R. Herin, Jr., Village Attorney