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3 **RESOLUTION NO. 2011-48**
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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 **CONTRACT FOR PROFESSIONAL SUPPORT**
10 **SERVICES TO PAUCAR, ZAMORA & HERNANDEZ,**
11 **PLLC; PROVIDING FOR AN EFFECTIVE DATE.**
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15 WHEREAS, the professional support services of Paucar, Zamora & Hernancez, PLLC
16 (hereinafter referred to as "Consultant") were utilized for the successful completion of the
17 2009-10 audit; and,
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19 WHEREAS, additional work exists in all areas of Finance, specifically in the start and
20 successful completion of the 2010-11 audit,; and,
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22 WHEREAS, our auditing firm has recommended that the Village continue to provide
23 assistance to our Finance Department in the area of bank reconciliation and audit support; and
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25 WHEREAS, the services selection is consistent with section 2-141, relating to
26 professional consultant services; and,
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28 WHEREAS, the Village desires to retain the services of the Consultant through a
29 professional services contract for an amount not to exceed \$10,000, to encompass all services
30 required and to be paid on task order basis, commencing October 5, 2011.
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33 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
34 VILLAGE OF BISCAYNE PARK, FLORIDA:
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37 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
38 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
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40 **Section 2.** The Village Manager is authorized to execute the contract for
41 professional support services with Paucar, Zamora & Hernandez, PLLC, for an amount not to
42 exceed \$10,000. The agreement, in substantial form, is attached and incorporated by reference
43 into this resolution as exhibit 1.
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45 **Section 3.** This Resolution shall become effective upon adoption.
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1 PASSED AND ADOPTED this 1st day of November, 2011.

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

Mayor Ross: Yes
Vice Mayor Anderson: Yes
Commissioner Bernard: No
Commission Childress: Absent
Commissioner Cooper: Yes



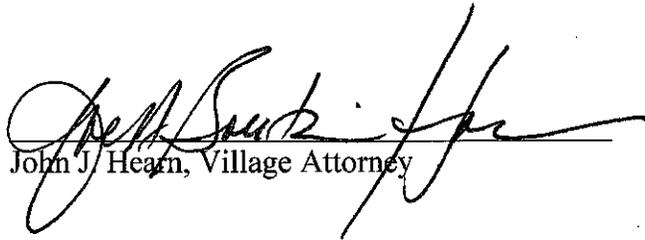
Roxanna Ross, Mayor

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

VILLAGE OF BISCAYNE PARK CONTRACT FOR
PROFESSIONAL SUPPORT SERVICES

THIS CONTRACT is made and entered into as of the 1st day of November, 2011 by and between the Village of Biscayne Park (Village), and Paucar Zamora & Hernandez, PLLC, (Consultant).

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform the Certified Public Account work described in this contract and the Consultant desires to accept the engagement; and,

WHEREAS, Consultant maintains specialized services and knowledge of the Village's accounting and book keeping processes; and as a Certified Public Accountant is trained in municipal and governmental accounting standards; and

WHEREAS, due to Consultants unique skills, knowledge and experience, pursuant to the exemption for professional service contracts provided under the Village's procurement code, and the Consultant, with his specialized skills and knowledge has been selected to provide services; and,

WHEREAS, Consultant is to provide services to assist the Village in reviewing, editing, and assisting in work papers and trial balances for the Village for the 2010-2011 fiscal year; and,

WHEREAS, the Village desires to contract for Consultant's CPA services.

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

I. WHEREAS CLAUSES. The above whereas clauses are incorporated and made a part of this contract.

II. PURPOSE. The purpose of this contract is for Consultant to provide the Village with Certified Public Accountant services, the full scope of services to be listed under Section III, below.

III. SCOPE OF SERVICES. The Consultant hereby agrees to provide consulting services on a "task order" basis to help the Village with its needs for qualified general accounting, reconciliation, analysis and accounting staff services as outlined in exhibit one, attached hereto and incorporated by reference into this contract.

IV. TERM OF AGREEMENT. The Consultant shall provide services specified in section IV on a month to month basis, for up to a year of service. This contract may be extended by the Village Manager for up to an additional year of service, under the same price term and

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AS

conditions contained herein.

V. PRICE. The Village shall pay the Consultant on a "task order" basis based upon hourly services rate of \$90.00 an hour for accountants, and \$50.00 an hour rate for lesser staff not to exceed \$10,000, unless otherwise authorized under section VII, below.

VI. ISSUING TASK ORDERS. The Village shall issue task orders to Consultant. The Village shall issue additional task orders as needed.

VII. TERMINATION – GENERALLY. The Village may terminate this agreement at any time by giving the Consultant 30 calendar days prior written notice and paying the Consultant for all time and expenses incurred up until that point. If the Village discovers a problem with the Consultant's services, the Village shall immediately provide notice to the Consultant and list all deficiencies in the notice. The Consultant shall be provided seven calendar days to correct the deficiencies or problems listed in the notice. If the Consultant does not correct the problem to the satisfaction of the Village within the seven calendar days, the Village may elect to immediately terminate the agreement. The Village will be required to pay the Consultant for all time and expenses as provided for under Section VI, incurred up to date of termination. The Consultant's hourly rate shall be as provided under Section 5, per consultant hour for the purposes of determining compensation due the Consultant under this termination provision. The Village Manager shall make the final decision on behalf of the Village as to Consultant's compliance with terms of contract, quality of services and termination.

The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default. The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Consultant is to provide 60 days prior written notice of intent to terminate this agreement. The Village will be required to pay the Consultant for all time and expenses as provided for under Section V, incurred up to date of termination.

VII. CHANGE ORDERS. The Village may request changes in the Scope of Services of this Consulting Services Agreement. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be in writing and authorized by the Village Manger, provided all changes and services remain under \$1,000. Any changes over the \$1,000 threshold require approval of the Village Commission.

VIII. TRANSFER AND ASSIGNMENT. None of the work or services under this contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subconsultants shall be subject to each provision of this contract and Consultant shall be responsible and indemnify the Village for all subconsultant's acts, errors or omissions.

 Consultant
Village

The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10-days by the Consultant to the Village.

IX. DOCUMENT RETENTION. The Consultant shall provide one hard copy of all draft and final documents produced to the Village. All documents, including work notes, memorandum and all work papers must be retained for three years from the date of completion of the services. All books and records maintained for the Village, together with all supporting documents, shall remain the property of the Village, and shall be returned to the Village after they have served their purpose with the service, but in any event upon the termination of the contract. No original documents or data of the Village shall be removed from the Village's premises by the Consultant.

X. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant agrees to comply with the provisions of Equal Employment Opportunity Act, (Executive Order 11246), and ensures that all employees or applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicap status. The Consultant agrees to certify compliance with all applicable Equal Employment Opportunity regulations and employment practices.

XI. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest. . The Village and the Consultant knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this agreement and scope of services herein.

XII. JURISDICTION AND VENUE. For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

XIII. INSURANCE AND INDEMNIFICATION.

The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Consultant or its subconsultants. In reviewing, approving or rejecting any submissions or acts of the consultant, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Consultant or its subconsultants.



Consultant


Village

The Consultant shall not commence work under this contract until it has obtained all insurance required by the Village. The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Consultant, or the Consultant's subconsultants, suppliers and laborers incident to the performance of the Consultant's services under this contract. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

The Consultant shall maintain during the term of this contract the following insurance:

A. Consultant shall maintain the following Automobile liability insurance ---- with broad form endorsement, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name the Village as an additional insured and shall reflect the hold harmless provision contained herein.

B. Professional liability insurance with limits of \$2,000,000 combined single limit per occurrence. The policy or policies shall name the Village as an additional insured and shall reflect the hold harmless provision contained herein.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

E. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

F. The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

G. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this contract.

XIV. COMPLIANCE WITH LAWS. The Consultant shall comply with all federal and state laws, and provide services in a competent and professional manner. All financial reports prepared by the Consultant shall be signed by a qualified member of the Consultant's firm, if applicable, and such signature shall be construed only as a certification of the accuracy of the report according to the best of his or her knowledge and belief, based upon information and



Consultant

Village

data furnished by the Village, which is readily available to the Consultant. Consultant shall not assume the role of an employee or of management nor will they make any management decisions concerning the financial statements. Thus it may not consummate transactions, maintain custody of any assets or liabilities or exercise any authority on behalf of the Village. The Contractor shall comply with the Village's civility and decorum requirements, as delineated in the Village's Personnel Policies.

XV. INDEPENDENT CONTRACTOR.

(1) Consultant is an independent contractor and as such shall be responsible for all taxes and related obligations in connection with this underlying contract. The Consultant affirms to the Village that he is not debarred from providing services by the Village or the State of Florida.

(2) Furthermore, Consultant affirmatively is required to provide the Village with 30 day written notice of any change to the Consultants status regarding debarment.

(3) Consultant shall promptly notify the Village Manager and Village Commission concerning any operational/financial irregularities that may surface in the performance of his routine services.

(4) Consultant is to furnish services as an independent contractor to the Village and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

(5) As an independent contractor Consultant shall assist the Village in implementing municipal financial records, and complied with all state and federal certified public accounting requirements. Consultant shall not have the power to bind the Village to any contract. Consultant shall have the power to determine the amount of time necessary to fully perform under this contract. Consultant may provide services to other clients so long as Consultant fully performs under this contract and representation of other clients does not create a conflict of interest.

(6) The Consultant is an independent contractor under this Agreement and any project agreements and nothing in this Agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this contract or the task orders issued herein shall be those of the Consultant.

XVI. SEVERABILITY. Should any section or any part of any section of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.



Consultant

Village

XVII. NOTICES. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Consultant and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

XVIII. CONTRACTING OFFICER REPRESENTATION. For the purposes of this contract, the contracting officers are as follows:

To the Village: The Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

To Consultant: Paucar Zamora & Hernandez, PLLC
5825 Sunset Drive
Suite 304
South Miami, Florida 33143

XIX. ENTIRE CONTRACT. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

XX. MISCELLANEOUS PROVISION. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

IN WITNESS WHEREOF the parties have executed this contract on the date indicated above.

WITNESSED:



By: 
Paucar Zamora & Hernandez PLLC

By: 
Ana M. Garcia,
Village Manager



Consultant
Village