



# VILLAGE OF KEY BISCAIYNE

Office of the Village Manager

*Village Council*

Robert L. Vernon, *Mayor*  
Jorge E. Mendia, *Vice Mayor*  
Michael Davey  
Enrique Garcia  
Steve Liedman  
Thomas Thornton  
Patricia Weinman

*Village Manager*

Genaro "Chip" Iglesias

**DATE:** October 14, 2008

**TO:** Honorable Mayor and Members of the Village Council

**FROM:** Genaro "Chip" Iglesias, Village Manager

**REFERENCE:** **Amendment to Village Agreement with PST Services, Inc.**



**RECOMMENDATION**

It is recommended that the Village Council authorize the Village Manager to execute the attached Amendment to the Village agreement with PST Services, Inc., by which the Village may continue to receive professional billing and account management services for the Village's Fire Rescue Transport Fees for a one year period.

**BACKGROUND**

On September 5<sup>th</sup>, 2006, Village Council, under resolution No. 2006-37, entered into a professional services agreement with PST Services, Inc., for billing and account management services required by the Village for the Fire Rescue Transportation Fees.

The attached amendment corrects an oversight wherein the agreement was not renewed on October 1, 2007 and extends the agreement for an additional year beginning October 1, 2008. Thereafter, the agreement will automatically renew for additional one (1) year terms unless either party delivers to the other written notice of termination at least ninety (90) days prior to the expiration of the then current term. Attached is the authorizing resolution from 2006.

**AMENDMENT I**

This amendment (the "Amendment") amends that certain Professional Services Agreement (the "Agreement"), effective August 26, 2006, between Village of Key Biscayne, a Florida municipal corporation ("Client") and PST Services, Inc. (a McKesson company), a Georgia corporation ("Per-Se") and is effective September 23, 2008.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Section 3. Term.** The Agreement is amended by deleting the second (2<sup>nd</sup>) sentence in such Section and inserting the following in lieu thereof:

The parties acknowledge and agree that the Agreement renewed for a two (2)-year term effective October 1, 2007. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless (i) either party delivers to the other written notice of termination at least ninety (90) days prior to the expiration of the then-current term, or (ii) as otherwise set forth in Section 11 of this Agreement.

2. **Section 14. Notice.** The Agreement is amended by deleting the notice address and contact for Per-Se set forth in such Section and inserting the following in lieu thereof:

5995 Windward parkway, Alpharetta, Georgia 30005, Attention: Vice President and General Manager.

3. Capitalized terms used herein and not otherwise defined have the same meaning as in the Agreement. In the event any term or condition of this Amendment is inconsistent with any term or condition of the Agreement, the terms of this Amendment will control. Except as stated above, all terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

**VILLAGE OF KEY BISCAYNE**

**PST SERVICES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency for Use and  
Reliance of the VILLAGE OF KEY BISCAYNE only:

\_\_\_\_\_  
Village Attorney

**RESOLUTION NO. 2006-37**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND PST SERVICES, INC., DOING BUSINESS AS PER-SE TECHNOLOGIES, FOR BILLING AND ACCOUNT MANAGEMENT SERVICES REQUIRED BY THE VILLAGE FOR THE VILLAGE'S FIRE RESCUE TRANSPORT FEES; AUTHORIZING VILLAGE MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, the Village Council finds, upon recommendation of the Village Manager, that it is in the best interest of the Village to utilize the professional services of PST Services, Inc., doing business as Per-Se Technologies (the "Contractor"), for assistance to the Village in billing and account management for the proposed Fire Rescue Transport fees (the "Fees") of the Village; and

WHEREAS, it is intended that such Fees collected by the Village shall be able to be earmarked to assist in the Village's support of the employer contribution to the Fire Rescue-Police Pension Plan of the Village; and

WHEREAS, the Village Council finds that approval of the Agreement between the Village and Contractor is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recital Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Professional Services Agreement, in substantially the form attached hereto, is hereby approved, and the Village Manager is authorized to execute the Agreement, on behalf of the Village, once approved as to form and legal sufficiency

by the Village Attorney. This approval is subject to all funds received by the Village being designated and used for funding or supplementing the Village's contribution to the Village's Police Officers and Firefighters Retirement Plan.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take any action which is necessary to implement the Agreement and this resolution.

**Section 4. Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 5th day of September, 2006.



MAYOR ROBERT OLDAKOWSKI

ATTEST:



CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY