



# VILLAGE OF KEY BISCAINE

Office of the Village Manager

*Village Council*

Robert L. Vernon, *Mayor*  
Michael Davey, *Vice Mayor*  
Enrique Garcia  
Robert Gusman  
Michael E. Kelly  
Jorge E. Mendia  
Thomas Thornton

July 1, 2009

## MEMORANDUM

*Village Manager*  
Genaro "Chip" Iglesias

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager 

RE: Professional Services Agreement with Ms. Beatrice Galeano-Yera for Financial Advisory and Accounting Services.

### RECOMMENDATION

Approval of the attached Professional Services Agreement with Ms. Beatrice Galeano-Yera for Financial Advisory and Accounting Services.

### BACKGROUND

I have been evaluating our outsourced financial services support since the unfortunate death of Mr. Randy White. Mr. White served as the Villages's Finance Director through a professional services agreement. Part of Mr. White's team included Ms. Beatrice Galeano-Yera who managed the majority of our day-to-day financial functions. Ms. Galeano-Yera has stepped up to manage the full scope of the financial services.

I continue to evaluate several options with Ms. Galeano-Yera that would provide the full range of services needed, but in the meantime I am recommending that we formalize the current relationship. I will be bringing a final recommendation at later date for your consideration once I finish evaluating options that will fulfill all our needs.

RESOLUTION NO. 2009- \_\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND BEATRICE GALEANO-YERA, P.A. CONCERNING FINANCIAL ADVISORY AND ACCOUNTING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council desires to obtain the professional services of Beatrice Galeano-Yera, P.A. (the "Consultant") concerning the provision of financial advisory and accounting services to the Village; and

**WHEREAS**, the Village Council finds that approval of the attached Professional Services Agreement between Consultant and the Village is in the best interest of the Village.

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

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

**Section 2. Agreement Approved.** That certain Village of Key Biscayne Agreement for Professional Services (the "Agreement"), in substantially the form attached hereto, is hereby approved, and the Village Manager and Village Clerk are authorized, in their respective capacities, to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

**Section 3. Implementation.** That the Village Manager and Village Attorney are hereby authorized to take any necessary action 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 \_\_\_\_\_ day of July, 2009.

\_\_\_\_\_  
ROBERT VERNON, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC

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VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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Village Attorney

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**VILLAGE OF KEY BISCAYNE  
AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

**THIS AGREEMENT** (this "Agreement") is made and entered into on this \_\_\_\_\_ day of July, 2009, by and between the Village of Key Biscayne ("Village") and the firm of Beatrice Galeano-Yera, P.A. (the "Consultant"), whose address is 16839 SW 49th Court, Miramar, Florida 33027.

RECITALS:

**WHEREAS**, the Village desires to employ the services of the Consultant for the purpose of providing non-exclusive financial advisory and accounting services for Village, including but not limited to:

- The reconciliation of subsidiary accounts and other detail account listing to that of the general ledger
- The proper maintenance of the operating budget
- The preparation of monthly and annual financial reports for internal and external presentation prepared according to GASB pronouncement #34

**WHEREAS**, the Consultant desires to assist the Village with such matters; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The Village hereby engages the Consultant for the services described above for the fee of \$ 9,561.42 monthly. The monthly fee shall be due and payable on the 1st of each month with appropriate prorations to be made for any partial months.

2. The Village agrees to compensate the Consultant in accordance with the fee stated. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the Village agrees to compensate the Consultant for reimbursable expenses incurred during the course of performance of this contract, including, but not limited to, reasonable out of pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.

3. Subject to the provisions for termination as set forth below, the term of this Agreement shall be monthly and at the conclusion of each calendar month, the Agreement shall automatically renew for an additional month unless terminated by the Village Manager upon thirty (30) days written notice. The agreement may also be terminated in the following manner:

- a. Immediately upon notice by the Village for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by Consultant or

refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes; or

- b. Upon dissolution or court-declared invalidity of the Consultant or the Village; or
- c. By Consultant, upon sixty (60) days written notice provided; however, should this Agreement be terminated, Consultant will take all reasonable and necessary actions to transfer all the books and records of the Village in its possession in an orderly fashion to the Village or its designee and the Village shall pay Consultant for all services properly rendered prior to termination.

4. The Consultant shall devote such time as necessary to complete the duties and responsibilities assigned to the Consultant under this Agreement.

5. The signature on this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the day of this Agreement.

6. The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

7. The Consultant shall promptly notify the Village in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstances, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Village agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Village shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the Village by the Consultant under the terms of this Agreement. This Agreement does not prohibit the Consultant from performing services for any other client, public or private, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

9. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, handicap, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. The Consultant hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards and the Consultant possesses all necessary certificates, licenses and permits.

11. The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County. Each party expressly waives the right to a trial by jury.

12. All Notices in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the Consultant shall be mailed to:

Beatrice Galeano-Yera, P.A.  
16839 S.W. 49th Court  
Miramar, Florida 33027  
(954) 205-2675

If sent to the Village shall be mailed to:

Genaro "Chip" Iglesias  
Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

With a copy to: Stephen J. Helfman, Esq.  
Village Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134

13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further this Agreement may be amended only in writing upon mutual written consent of the parties hereto.

14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

15. This agreement shall not be assignable by the Village. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant.

16. All original work papers, reports and other documents that result from the provision of services hereunder shall be the property of the Village. The Consultant may retain a copy of said documents. Upon termination of this Agreement, or upon request of the Village during the term of this Agreement any and all such documents shall be delivered to the Village by Consultant.

17. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

19. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

20. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[signatures appear on the next page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**VILLAGE:**

VILLAGE OF KEY BISCAYNE

**CONSULTANT:**

BEATRICE GALEANO-YERA, P.A.

By: \_\_\_\_\_  
Genaro "Chip" Iglesias, Village Manager

By: \_\_\_\_\_  
Name: Beatrice Galeano-Yera  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Conchita Alvarez, Village Clerk

Approved as to Form and Legal Sufficiency:

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