



# V I L L A G E   O F   K E Y   B I S C A Y N E

Office of the Village Manager

## MEMORANDUM

*Village Council*  
Mayra P. Lindsay, *Mayor*  
Franklin H. Caplan, *Vice Mayor*

Luis F. de la Cruz  
Gary R. Gross  
Allison McCormick  
Brett G. Moss  
Katie Petros

DATE: October 30, 2018

TO: Honorable Mayor and Council Members

FROM: Andrea M. Agha, Village Manager

*Village Manager*  
Andrea Agha

RE: Selecting Munitytics, Inc. for Municipal Financial Services

### RECOMMENDATION

It is recommended that the Village Council approve the Professional Services Agreement (Exhibit "A") between the Village of Key Biscayne and Munitytics, Inc. for a monthly fixed fee in the amount of \$8,700.00 for professional municipal financial services, including Acting Chief Financial Officer.

### BACKGROUND

The position of Chief Financial Officer is budgeted in the FY19 Adopted Budget and is currently vacant. On October 19, 2018, the Village advertised the position of Chief Financial Officer (CFO). This position will be open until the position is filled. In the interim, the position of Acting Chief Financial Officer is required. Village staff would like to retain the services of Munitytics to provide interim Acting Chief Financial Officer professional services for the administration of the Village's Finance Department and provide additional financial consulting services as detailed in Exhibit "A" of the Professional Services Agreement. The Consultant will also transition the new CFO once the permanent position has been filled. The term of the Agreement is for five (5) months and may be administratively extended on a month-to-month basis for up to an additional six (6) months.

As per section Sec. 2-87 (2). of the Village Code, Professional Services are exempt from competitive bidding. Budgeted salary savings from the CFO employee position will be transferred to the professional services line item in the Manager's budget.

Reviewed by Mr. Chad Freidman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2018- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING MUNILYTICS, INC. TO PROVIDE PROFESSIONAL MUNICIPAL FINANCIAL SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (“Village”) desires to engage a consultant to perform professional municipal financial services (“Services”); and

**WHEREAS**, the Village Council desires to engage Munilytics, Inc. (“Consultant”) to perform the Services; and

**WHEREAS**, pursuant to Section 2-87 of the Village’s Code of Ordinances, contracts for professional services are exempt from competitive bidding procedures; and

**WHEREAS**, the Village Council desires to authorize the Village Manager to enter into an agreement with the Consultant in substantially the form attached hereto as Exhibit “A,” (the “Agreement”); and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

**Section 1.    Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.    Approval.** That the Village Council hereby approves Consultant to perform the Services and the Agreement in substantially the form attached hereto as Exhibit “A.”

**Section 3.**    **Authorization.** That the Village Manager is hereby authorized to execute the Agreement with Consultant, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this 30<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
MAYOR MAYRA PEÑA LINDSAY

ATTEST:

\_\_\_\_\_  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
VILLAGE ATTORNEY

**Exhibit A**

Professional Services Agreement  
with  
Munilytics, Inc.  
for  
Municipal Financial Services

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**VILLAGE OF KEY BISCAYNE, FLORIDA**

**AND**

**MUNILYTICS, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of October, 2018 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida, (hereinafter the "Village"), and **MUNILYTICS, INC.**, a Florida Corporation, whose principal address is 7320 Griffin Road, Suite 102, Fort Lauderdale, Florida (hereinafter the "Consultant").

**WHEREAS**, the Village desires certain professional municipal financial services, including those of an Acting Chief Financial Officer, responsible for the oversight and management of the Finance Department; and

**WHEREAS**, the Consultant will provide interim Acting Chief Financial Officer professional services for the administration of the Village's Finance Department and will provide the additional specific consulting services and functions set forth in Exhibit "A" (the "Services"); and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a scope and fee for the Services; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**
  - 1.1 Consultant shall provide the Services set forth in Exhibit "A" and incorporated herein by reference (hereinafter "Services").
  - 1.2 Consultant shall furnish all reports, documents and information obtained pursuant to this Agreement and recommendations during the term of this Agreement (hereinafter "Deliverables").

2. **Term/Commencement Date.**

- 2.1 This Agreement shall be effective upon the Effective Date and shall remain in effect for five (5) months thereafter, unless earlier terminated in accordance with Paragraph 8. The Village Manager may extend this Agreement on a month-to-month basis for up to six (6) additional months, as needed, by providing written notice to Consultant at least 10 days prior to the expiration of the Term and any applicable monthly extension thereafter.
- 2.2 Consultant agrees that time is of the essence and Consultant shall timely perform and complete the Services in compliance with all applicable deadlines and within the term of this Agreement, unless extended by the Village Manager.

3. **Compensation and Payment.**

- 3.1 Compensation for Services provided by Consultant shall be a monthly fixed fee in the amount of \$8,700.00 (inclusive of routine expenses, travel expenses, and costs incurred in performing the Services) and in accordance with the Proposal attached hereto as Exhibit "A." Fees for additional work or services outside the Services detailed in the Proposal attached hereto as Exhibit A" will be billed at a rate of \$140.00 per hour, provided that additional work or services are first approved in writing by the Village Manager.
- 3.2 Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval shall be in Village Manager's sole and absolute discretion.

5. **Village's Responsibilities**

- 5.1 Village shall make available any plans, existing studies, reports, other pertinent data, staff and/or representatives reasonably requested by Consultant to assist Consultant in performing the Services.
- 5.2 Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities; Representations and Warranties.**

- 6.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a finance director and consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under Federal, State, and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3 The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. **Termination.**

- 8.1 The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the Services unless directed otherwise by the Village Manager.
- 8.3 In the event of termination by the Village, the Consultant shall be paid for all Services accepted by the Village Manager up to the date of termination, and prorated for the month, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, and agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village, as it deems necessary or prudent.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.



- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be

specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5 The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

10.1 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, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made

pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Andrea Agha  
Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

With a copy to: Chad Friedman, Esq.  
Village Attorney  
Weiss Serota Helfman Cole & Bierman, P.A.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134

For the Consultant: MUNILYTICS, INC.  
c/o Christopher Wallace, President  
7320 Griffin Road, Suite 102  
Fort Lauderdale, Florida 33314

14. **Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3 Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or

created in connection with this Agreement are and shall remain the property of the Village.

- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jennifer Medina, CMC**  
**Mailing address: 88 West McIntyre Street**  
**Key Biscayne, FL 33149**  
**Telephone number: 305-365-5506**  
**Email: [jmedina@keybiscayne.fl.gov](mailto:jmedina@keybiscayne.fl.gov)**

17. **Non-Assignability; Key Personnel; Staffing.**

- 17.1 This Agreement shall not be assigned or transferred by Consultant unless such assignment is first approved in writing by the Village Manager, in his/her sole and absolute discretion. The Village is relying upon the apparent qualifications and expertise of the Consultant, and, specifically, Christopher Wallace, and the firm's and principal's familiarity with the Village's finances, circumstances and needs. Christopher Wallace shall be the key and primary professional assigned to perform the Services, and no changes to such shall occur without the proper prior written approval of the Village Manager.
- 17.2 Consultant agrees to provide the personnel and staff necessary to perform each of the Services set forth in Section 1 above. Specifically, and at a minimum, the level of staffing at the commencement of this Agreement shall be as set forth on "Exhibit A" to this Agreement. Adjustments thereto shall be made based upon the needs and demands of the Village, as approved in writing by the Village Manager.
- 17.3 All employees and personnel of Consultant assigned to provide the Services and Deliverables to the Village pursuant to this Agreement shall be subject to the prior approval of the Village, and will not be deemed Village employees. All work and Services provided by employees and personnel of the Consultant shall be authorized and coordinated through the Village Manager.
- 17.4 If at any time during the term of this Agreement, the Village becomes dissatisfied with the performance of any of Consultant's employees or personnel assigned to perform Services under this Agreement, the Village Manager may request that Consultant remove the employee or personnel immediately upon notification by the Village. Consultant agrees to act in good faith and to use its best efforts to replace same with personnel acceptable to the Village and resolve any problems experienced by the Village.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 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.

19.2 Unless expressly provided for otherwise in this Agreement or as authorized by the Village Manager, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee or representative of Village or in any manner assume or create, or attempt to assume or create, any obligations on behalf or in the name of Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to Services rendered under this Agreement shall be the sole responsibility of Consultant.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 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.

24. **Public Entity Crimes Affidavit**

24.1 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.

25. **Counterparts**

25.1 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.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONSULTANT:**

**MUNILYTICS, INC.**, a Florida Corporation

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

Name: Christopher Wallace

Title: President

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

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

**FOR THE VILLAGE:**

**VILLAGE OF KEY BISCAYNE, a  
Florida Municipal Corporation**

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

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

Attest:

\_\_\_\_\_  
Jennifer Medina, CMC, Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Village Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The Consultant's basic services shall consist of the provision of traditional Finance Director/Chief Financial Officer services for the administration of the Village's Finance Department as directed by the Village Manager. Consultant shall perform the Scope of Services solely as an independent contractor and not as an employee of the Village. In addition to other work assigned by the Village Manager, the Consultant is expected to perform the following functions:

1. Develop and maintain a comprehensive accounting and financial management system for the Village in accordance with Generally Accepted Accounting Principles (GAAP) applicable to local government units, the financial reporting requirements of the State Auditor Generals' office and the Village's Charter. Assist with the current conversion of the Village's accounting system.
2. Plan, coordinate, and develop the preparation of the Comprehensive Annual Financial Report (CAFR).
3. Submit required information to apply for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.
4. Supervise and manage the finance department, its personnel and systems.
5. Monitor the Village's financial system in order to ensure that all Village personnel are following the financial management system and the methods and practices incorporated therein.
6. Report to Village Manager any deviations from the Village's financial system or from the methods and practices established therein.
7. Manage payroll, risk management, procurement, grants, treasury, and debt management programs.
8. Gather, organize, analyze and maintain whatever financial information may be requested or required by the Village Manager or department heads.
9. Provide and implement a method of coding allocations of revenues and expenditures.
10. Plan, develop, and coordinate preparation of the annual operating budget.
11. Develop, implement and monitor a Budget Monitoring System ("BMS").
12. Identify and obtain funding for Village projects.
13. Analyze accounts and provide to the Village Manager and department heads a monthly report showing comparison of the budgeted amounts in relation to actual revenues and expenses.
14. Assist and act as liaison to external auditors or in performing audit functions.
15. Supervise the completion of various reports required by numerous outside agencies, including surveys, progress reports and general statistical information.
16. Work with the public.
17. Review the financial operations of the Village and make recommendations for approval.

18. Attend Council meetings as requested or necessary. Prepare Council agenda items as requested or necessary.
19. Provide Services in Village Hall for (X) hours per week.