

RESOLUTION NO. 03-65

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTION OF AN INTERLOCAL AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF PALMETTO BAY AND THE TOWN OF MIAMI LAKES FOR SHARED SERVICES OF A FINANCE DIRECTOR; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Florida Statute Section 112.24 authorizes government entities to share employees; and, the Mayor and Village Council have determined that as the Town of Miami Lakes and the Village are of comparable size and financial condition, it would be appropriate to share the services of a Finance Director; and

WHEREAS, the Mayor and Village Council recognize that the shared services of a Finance Director would maximize efficiency and conserve municipal funds;

WHEREAS, by entering into the attached Interlocal Agreement, the Village of Palmetto Bay and the Town of Miami Lakes will recognize mutual benefits that will accrue to their citizens; and

WHEREAS, the Mayor and Village Council desire to implement the attached Interlocal Agreement For Services of Finance Director.

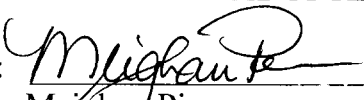
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to execute and to deliver to the Town of Miami Lakes the Interlocal Agreement for Services of Finance Director that is annexed to this resolution.

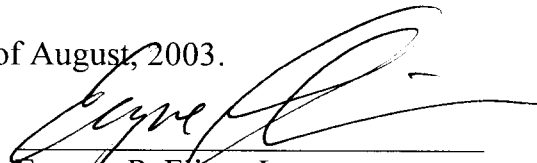
Section 2. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 4th day of August, 2003.

Attest:



Meighan Pier
Village Clerk



Eugene P. Finn, Jr.
Mayor

APPROVED AS TO FORM:



Earl G. Gallop,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>AYE</u>
Council Member Paul Neidhart	<u>AYE</u>
Council Member John Breder	<u>AYE</u>
Vice-Mayor Linda Robinson	<u>AYE</u>
Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

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INTERLOCAL AGREEMENT

FOR SERVICES OF

FINANCE DIRECTOR

This interlocal agreement (the "Agreement") is entered into on this ____ day of _____, 2003, by and between the Town of Miami Lakes (the "Town") and the Village of Palmetto Bay (the "Village") for the shared services of a Finance Director.

WHEREAS, both the Town and the Village are Miami-Dade County municipalities of comparable size, financial and other conditions; and

WHEREAS, section 112.24, Florida Statutes, authorizes government agencies to share employees; and

WHEREAS, in order to maximize efficiency and conserve municipal funds, both the Town and the Village desire to employ the shared services of a Finance Director.

NOW THEREFORE, in consideration of the following mutual covenants, the parties agrees as follows:

1. Selection of finance director.

1.1 Town Manager shall select an individual to serve as Finance Director. The initial selection of the Finance Director shall be Alfredo Acin.

2. **Scope of Services.** Effective June _____, 2003, the Finance Director shall provide the following services to the Village:

2.1 Revenue Collection

2.1.1 Coordinate with local, state and federal agencies charged with collection and disbursement of all Village's revenues, including taxes, assessments, fees, charges and other impositions.

2.1.2 Administer the fees, charges, and miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with Village programs.

2.1.3 Apply enforcement actions to induce payment in accordance with Village's policies and procedures.

2.1.4 Prepare monthly financial reports showing revenues and expenses to date in comparison with budget predictions.

2.2 Capital Program Administration

2.2.1 Coordinate with the Village Manager and other staff or consultants as directed by the Village Manager on the capital needs of the Village.

2.2.2 Assist the Village in obtaining financing if necessary and maintain proper fund accounting procedures.

2.2.3 Administer and assist the Village Manager in implementing capital program financing

2.3 Investment Administration

2.3.1 Prepare investment policies and procedures pursuant to Florida law and the Village Charter.

2.3.2 Invest Village funds pursuant to approved policies.

2.3.3 Produce timely investment reports stating the effectiveness of the chosen investment policy.

2.4 Accounting System

2.4.1 Establish an accounting system in compliance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking, Finance for Government Accounting and the Rules of the Auditor General and any other applicable state and federal regulations.

2.4.2 Prepare Public Depositor's Report and distribute to State Treasurer.

2.5 Accounts Payable/Accounts Receivable/Payroll

2.5.1 Administer the purchase order system and any system maintained for the payment of vendors under contract with the Village including payment of invoices of vendors.

2.5.2 Coordinate sales, use and ad valorem tax collection, including franchise fees, utility taxes, simplified communications service tax and all other receivables and fees.

2.5.3 Ensure the proper functioning of the payroll function, including payments of fringe benefits, federal withholding, Medicaid, Social Security, and other required taxes.

2.6 General Fixed Asset Accounting

2.6.1 Account for assets constructed by or donated to the Village for maintenance.

2.6.2 Maintain inventory of property in accordance with the Rules of the Auditor General.

2.7 Budget

2.7.1 Prepare the annual operating and capital budgets for the Village Manager.

2.7.2 Liaison with all Village departments for annual budget categories.

2.7.3 Provide materials for and attend all budget meetings, hearings and workshops.

2.7.4 Submit all required documentation to the Department of Revenue and provide all necessary reports for public advertisements and public hearings.

2.8 Comprehensive Annual Financial Report and Audit

2.8.1 Prepare the Comprehensive Annual Financial Report for Units of Local Government and distribute to the State Comptroller.

2.8.2 Assist the Village's auditors by providing requested information to the auditors including meeting with auditors to ensure that the auditors are provided all necessary documents to prepare the annual audit.

2.9 Other Financial Services

2.9.1 Perform any other financial services at the request of the Village Manager.

3. Compensation.

3.1 Finance Director shall be an employee of the Town, with all benefits enjoyed by Town employees as described in Section 16.2 of this Agreement.

3.2 Village shall reimburse Town for 50% of all costs incurred by the Town for compensation of Finance Director. For purposes of this Agreement compensation shall mean Finance Director's salary, health insurance, worker's compensation, and all other employee benefits described in section 16.2 of this Agreement.

3.3 Village shall reimburse Town for compensation of Finance Director on a monthly basis under the provisions of the Florida Prompt Payment Act.

4. Scheduling. The Town Manager and Village Manager shall agree upon a mutually acceptable schedule for Finance Director, with

approximately 50% of the Finance Director's time afforded to both the Town and the Village.

5. **Budgeting Schedule.** The Town Manager and Village Manager shall coordinate all annual public hearings regarding the budget, budget workshops and all other budget related meetings so that Finance Director may attend all such meetings for the Town and the Village.

6. **Term and Termination.**

6.1 This Agreement shall expire two (2) years following the date of execution of this Agreement; but may be renewed for a period not to exceed three (3) months from the scheduled date of expiration.

6.2 Either party may terminate this Agreement without cause upon 30 days written notice to the other party. Upon notice of termination, the Town and Village shall determine the amounts due to Town for services of Finance Director performed up to the date of termination.

6.3 At any time during this Agreement, if the current Finance Director separates his engagement with the Town, the Town Manager and Village Manager shall jointly select a replacement of Finance Director.

6.4 In the event that the Finance Director position is vacated, the Village may terminate this Agreement with seven (7) days written notice to the Town Manager.

6.5 If the Town Manager and Village Manager are unable to concur on an individual to serve as the replacement Finance Director, either party may

terminate this agreement immediately upon written notice to the other party.

6.6 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. Provided that prior to the filing of any legal proceeding, the parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes.

7. **Liabilities/Indemnification.**

7.1 Neither the Town nor the Village warrants the competency or integrity of finance director.

7.2 To the extent permitted by law and as limited by section 768.28, Florida Statutes, the Village shall defend, indemnify and hold harmless Town and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Town or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of the Finance Director while under the control of the Village. Town shall promptly notify the Village of each claim, cooperate with the Village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the Village's participation.

7.3 To the extent permitted by law and as limited by section 768.28, Florida Statutes, Town shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of the Finance Director while under the control of the Town. The Village shall promptly notify Town of each claim, cooperate with Town in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Town's participation.

7.4 The indemnification provisions of this agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

8. **Insurance.** The Finance Director shall keep in full force and effect at all times during the tenure of his service, professional liability insurance, including employee dishonesty insurance, with a minimum aggregate combined single limit of liability to be jointly determined by the Town Manager and Village Manager, the terms and conditions of which shall provide for the protection and indemnification of the Village and Town with respect to any and all claims for professional negligence, misfeasance

or malfeasance. The Village and Town shall submit the invoice and premiums to the town for payment, and the Village shall reimburse Town for its percentage portion of the insurance coverage. A certificate of insurance shall be filed with the Village and Town Clerk. Every insurance policy shall contain a provision whereby every company executing the policy shall obligate itself to notify the Village and Town Clerk, in writing, at least 30 days prior to the effective date of cancellation of the policy, except for non-payment of premium, which will provide for 10 days prior notice.

Each insurance policy shall be subject to reasonable acceptance and approval of the Town and Village Attorney. Any primary insurance policy must be issued by an insurance company having a policy holder's surplus at least five times the amount the coverage of the policy, and the insurance company must have a rating of BB or better in A.M. Best Company's Insurance Guide of BB or from another rating agency reasonably acceptable to the Town and Village Attorney. Any excess policy used must be issued by underwriters reasonably acceptable to the Town and Village Attorney.

9. **Notices.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail, private postal service or hand delivery to:

Town:

Alex Rey, Town Manager
Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014
Telephone: (305) 558-8244
Facsimile: (305) 558-8511

With a Copy to:

Nina Boniske, Town Attorney
Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

Village:

Charles D. Scurr, Village Manager
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

With a copy to:

Earl G. Gallop, Village Attorney
Nagin Gallop Figueredo, P.A.
3225 Aviation Avenue – Suite 301
Miami, Florida 33133
Telephone: (305) 854-5353
Facsimile: (305) 854-5351

9. Records, Retention, Audit

9.1 Each party shall keep records with respect to the expenditure of funds paid by it under this Agreement. All such records shall be retained for a minimum of three years from the date of expiration of this Agreement.

9.2 The Village or Town Manager or their designee may inspect and/or audit the financial records upon reasonable notice. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.

9.3 Either municipality shall provide the manager or his, her designee access to the records during regular business hours, agrees to provide assistance to facilitate the inspection or audit. In any audit of the municipality's records relating to this Agreement, find a discrepancy between the actual amount of funds paid then town shall within 30 days of receipt of written notification from the Village Manager, either credit/debit the Village the amount of the discrepancy or refund the same. If Town disagrees with the Village's audit, Town shall notify the Village Manager within 15 days of the receipt of the audit findings requesting an independent audit. The Village Manager and the Town Manager shall select a mutually agreed independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

10. **Severability.** If a term, provision, covenant, contract or condition of this Agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

11. **Waiver of Jury Trial.** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
12. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
13. **Choice of Law.** This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.
14. **Attorney's Fees.** In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings. However, neither party shall be responsible for or subject to pre-judgment interest.
15. **Assignment and Amendment.** No assignment by either party of this Agreement or any part of it, or any monies due or to become due, shall be made. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.
16. **Employment Responsibility.**
 - 16.1 Finance Director in the performance of such services, functions and responsibilities are described and contemplated herein for the Village and the Town shall remain a Town employee.

16.2 Town shall be responsible for all employee insurance benefits and compensation during the course of employment with the Town. Accordingly, the Village shall not be called upon to assume any liability for or direct payment of any salaries, wages, compensation benefits under Chapter 441, Florida Statutes or any other amenities of employment to finance director for performing services, duties and responsibilities hereunder for the benefit of the village, unless otherwise specifically provided herein.

17. **Authority To Execute; No Conflict Created.**

17.1 The Town Manager by execution of this Agreement does hereby represent to the Village that the Town Manager has full power and authority to make and execute this Agreement on behalf of the Town, pursuant to the resolution of the Town Council.

17.2 The Village Manager by execution of this Agreement does hereby represent to Town that he has full power and authority to make and execute this Agreement on behalf of the Village, pursuant to the resolution of the Village Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seal the day and year first above written.

Approved as to form and legal
sufficiency for the use and
benefit of the Village of Palmetto
Bay only


Earl G. Gallop, Village Attorney

VILLAGE OF PALMETTO BAY, a
political subdivision of the State of
Florida



Charles D. Scurr, Village Manager

ATTEST:

By: 

Meighan Pier, Village Clerk

Approved as to form and legality for the
use and benefit of the Town of Miami
Lakes only:

TOWN OF MIAMI LAKES, a political
subdivision of the State of Florida

Weiss, Serota, Helfman, Pastoriza,
Guedes, Cole & Boniske, P.A.
Town Attorney

Alex Rey,
Town Manager

ATTEST:

Beatris M. Arguelles, CMC
Town Clerk