

RFP-2021-0707 ACCOUNTING SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Milestone Professional Services, Inc., 1970 East Osceola Parkway, #350, Kissimmee, Florida 34743 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Accounting Services, pursuant to RFP-2021-0707 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on September 1, 2021, and continue through August 31, 2026.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

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- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed One Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars (\$117,900.00) for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.
- E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

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SECTION 7 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 11 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

City of Casselberry | Procurement and Contract Management Division

95 Triplet Lake Drive, Casselberry, Florida 32707

Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

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Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any One Person)	\$ 10,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$1,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Worker's Compensation	\$ 500,000.00
Professional Liability	\$1,000,000.00
(Errors and Omissions)	\$2,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$500,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date;
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

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- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 CITY OBLIGATIONS

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 PUBLIC RECORDS

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 2. Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119, F.S. or as otherwise provided by law; and
 3. 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 Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**

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CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.

SECTION 16 RIGHT TO INSPECTION

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 18 CORPORATE REPRESENTATIONS BY THE CONTRACTOR

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 19 INDEPENDENT CONTRACTOR

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 RELATIONSHIP OF PARTIES

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

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SECTION 21 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its

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obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 29 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 **OPEN**

SECTION 31 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security,

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except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 SEVERABILITY

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 NOTICES

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative	City Project Representative
Attention: Procurement Manager	Donna Collins, President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

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SECTION 37 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager	Contractor's Project Representative
Carol Conroy	Donna Collins
Finance Director	President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743
Telephone: (407) 262-7700, Ext. 1131	Telephone: (352) 408-4949
Email: cconroy@casselberry.org	Email: donna@milestoneeps.com

SECTION 38 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 39 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

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Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 **OPEN**

SECTION 46 **INTEGRATION/AMENDMENT**

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

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SECTION 48

SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 26th day of July, AD 2021.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]

David Henson
Mayor/Commissioner

Attest:

CITY OF CASSELBERRY

By: [Signature]

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

7/26/21

MILESTONE PROFESSIONAL SERVICES, INC.

By: Donna Collins

Print: Don Collins

Title: President / Director

For an individual acting in his or her own right:

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th by Donna Collins, who is personally known to me or who has produced FLDL as identification. July/2021

[Notary Seal]

Notary Public

[Signature]
Name typed, printed or stamped
My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

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Exhibit "A"

Scope of Work

A. Description of City Structure.

1. Form of Government.

The City operates under a Commission/Manager form of government and provides the following services to its residents:

- a. Police;
- b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
- c. City planning, zoning, subdivision and building code regulation, and enforcement;
- d. Supervised recreation programs;
- e. Redevelopment of declining commercial and residential areas;
- f. Water, sewer, and reclaimed water services;
- g. Residential solid waste collection services; and
- h. Municipal golf course.

2. Fiscal Year Definition.

The City's fiscal year commences on October 1st and ends on September 30th.

Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	\$19,709,134
Enterprise Funds	4	\$30,905,854
Special Revenue Funds	14	\$8,544,515
Capital Projects Funds	3	\$22,200,073
Debt Service Funds	1	\$1,336,124

NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

3. Component Units.

The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

4. Pension Plans.

The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees. The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

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Note: The City's various financial reports are accessible and available from the City's website at: <http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report>

5. Basis of Accounting.

- a. All Governmental funds are accounted for using the modified accrual basis of accounting.
- b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.
- c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

The City financial application software is the Naviline® platform provided by Central Square Technologies.

B. Scope of Services Minimum Requirements.

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Annual Comprehensive Financial Report (ACFR) for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the ACFR preparation software.
2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.
3. The successful proposer will assist with audit questions that directly impact the ACFR.
4. The successful proposer will develop a list of required information for the preparation of the ACFR.
5. The successful proposer will ensure the ACFR is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.
6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.
7. The successful proposer will assist the City by providing ACFR implementation and/or support services as needed.
8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.
9. The successful proposer will work with City staff to adhere to the established audit schedule.

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C. Additional Consulting Services.

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

D. The Contractor's General Work Plan.

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.
2. Actual preparation of the ACFR begins with an upload of the trial balance into the ACFR preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The ACFR preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the ACFR preparation software, and input via the document editor process.
3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the ACFR preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.
4. The City will also review the ACFR with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

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E. General Project Schedule.

Month	Task
July or August	Review of ACFR preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end ACFR preparation.
December	Assist the City with mapping of new accounts as needed in ACFR preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by ACFR preparation software for any unmapped accounts or format issues that need to be addressed. Work with ACFR preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the ACFR preparation software.
January	Update mapping of data in statistical section tables within the ACFR preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of ACFR for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

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Exhibit "B"
Pricing Schedule

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	Description	Lump Sum Fee
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	\$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	\$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	\$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	\$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	\$24,300.00
	Total RFP Price Submitted:	\$117,900.00
6	Hourly Rate for Additional Work - Staff*	\$60.00
7	Hourly Rate for Additional Work - Executive*	\$130.00
*Information purposes only - not part of the Evaluation Criteria.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will be abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the Price Proposal Form. The signatures(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 350, Kissimmee, FL 34743

Telephone Number: 352 408-4949 **Fax Number:** 352 357-7412 **E-mail Address:** Donna@milestoneps.com



Authorized Signature

President/Director

Title

Donna Collins

Printed Name

6/7/21

Date

FEIN: 57-1238273

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Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Milestone Prot Svc does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Memorandum of Understanding proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

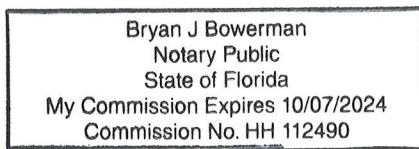
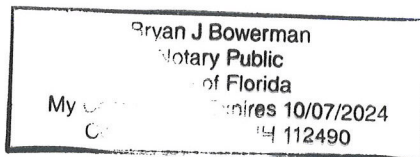
Date: 7/6/21

STATE OF Florida

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 07/06/2021 by Donna Collins of Milestone Prot. INC., a Florida Corp. corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL as identification.

[Notary Seal]



Bryan Bowerman
Notary Public

Bryan Bowerman

Name typed, printed or stamped

My Commission Expires: 10/07/2024

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Exhibit "D"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Milestone Professional Services Inc.

Mailing Address: 1970 E. Osceola Pkwy Suite 350 Kissimmee FL 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Donna Collins
Authorized Signatory

Donna Collins
Printed Name

FEIN: 57-1238273

President/Director
Title

7/6/21
Date