

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 25th day of April, 2023, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC, an **Corporation** authorized to do business in the State of Florida, with a business address of **7005 NW 67th Terrace, Parkland, Florida 33067** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform Year End and Financial Assistance services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, as well as assistance requested in Budgeting, Accounts Payables, Accounts Receivables and other areas of General Municipal Finance.

2.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good Accounting practice. If within six months following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall provide and assign staff to complete this engagement. In the event that any of CONSULTANT's employees is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

2.6 CITY shall provide CONSULTANT with remote and on-site access to applicable City software (BS&A Software) needed to conduct City business and access to appropriate network folders and information needed to perform the duties and responsibilities set forth herein.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall begin on April 25th, 2023 and shall continue until terminated by either party based on Article 3.2 of this Agreement; provided, however that if the term of this Agreement extends beyond a single fiscal year of the CITY, the continuation of this Agreement beyond the end of the fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

3.2 This Agreement may be terminated by either party for cause by the aggrieved party, if the