

## **AGREEMENT FOR ACCOUNTING AND FINANCIAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_ day of February 2023, by and between the Town of Loxahatchee Groves, Florida, a Florida municipal corporation ("Town") and Munitytics, Inc., a Florida corporation ("Contractor").

WITNESSETH:

WHEREAS, the Town represents that it is a Florida municipal corporation with the authority to engage the Contractor and accept the obligation for payment for the services desired; and

WHEREAS, the Town desires to engage the Contractor to perform certain professional services regarding special project budget, finance and accounting and related services in accordance with this Agreement; and

WHEREAS, the Contractor desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONTRACTOR'S SERVICES. The Contractor shall provide independent contracting services to the Town as directed by the Town Manager or designee. The general scope of the Contractor's services is to provide turnkey or outsourced accounting, finance, budgeting, and related services that Contractor is qualified to conduct, including analysis of the Town budget, reporting and presentation; automation of tracking, reporting, and analysis of the Town budget; and analysis and forecasting of expenditures. The outsourced services provided by Contractor will include the following and as generally described in Exhibit A, Scope of Services- Financial Services:

Finance Department Operations  
Finance Director Services  
Assistance in the Annual Financial Statement Preparation.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor and none of the Contractor's, officers, directors, employees, independent contractors, representatives, or agents performing services for Contractor pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall be for one year and commence on March 1, 2023, and end on February 28, 2024, unless terminated earlier by either party as stated herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible in accordance with or better than industry standards.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Contractor or Town shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Contractor's failure to perform was without its or its sub-Contractors' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than forty-five (45) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to

remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Contractor shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-Contractors.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination.

h. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Contractor of such occurrence and either the Town or Contractor may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Contractor for all services performed under this Agreement through the date of termination.

#### SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Contractor during the Term of this Agreement in accordance with each Town Purchase Order setting forth individual project scope, cost and timing. Compensation to Contractor during the Term of this Agreement shall be in the amount of \$100,000.00 annually (\$8,333.33 monthly).

b. Invoice. The Contractor shall render a monthly invoice to the Town for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed. All reimbursable expenses shall also be clearly identified on the invoice and supporting documentation shall be provided. Invoices must reflect the amount paid to date,

the amount encumbered by the current invoice, and the amount remaining under this Agreement. All payments by the Town to the Contractor will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the Town's Tax Exemption Number.

SECTION 6: WARRANTY/GUARANTEE. The Contractor warrants that it will assign work under this Agreement only to individuals who are qualified to perform all required duties under this Agreement and will perform the work in a professional manner.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at his own expense, and shall require any sub-Contractor, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Workers' Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Contractor's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

b. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

c. Business Automobile Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

d. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Contractor shall insure that sub-Contractors used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

e. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

f. Prior to commencement of services, the Contractor shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The Town shall be named as an additional insured as to Contractor's liability on policies referenced in this Section. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The Contractor shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Contractor shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

**SECTION 8: INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, sub-Contractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**SECTION 9: LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

**SECTION 10: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 11: PERSONNEL.** The Contractor has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 12: SUB-CONTRACTORS.** The Town reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and approve all qualifications of any sub-Contractor in order to make a determination as to the capability of the sub-Contractor to perform properly under this Agreement. All sub-Contractors providing professional services to the Contractor under this Agreement will also be required to provide their own insurance coverage

identical to those contained in this Agreement. In the event that a sub-Contractor does not have insurance or does not meet the insurance limits as stated in this Agreement, the Contractor shall indemnify and hold the Town harmless for any claim in excess of the sub-Contractor's insurance coverage arising out of the negligent acts, errors or omissions of the sub-Contractor. The Contractor shall not charge an administrative fee or surcharge on any sub-Contractor's services; all sub-Contractor costs shall be a direct pass-through cost to the Town.

SECTION 13: ASSIGNMENT. The Town and the Contractor each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Contractor's subcontractors and it is the responsibility of Contractor to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONTRACTOR. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 16: COMPLIANCE WITH LAWS. The Contractor shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 17: ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no

circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 18: AUTHORITY TO PRACTICE.** The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 19: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 20: PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Contractor certifies that it, its affiliates, suppliers, sub-Contractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Contractor is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 21: SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Contractor certifies that it is not participating in a boycott of Israel. The Town and Contractor agree that the Town will have the right to terminate this Agreement if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Contractor is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

**SECTION 22: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves  
Attn: Town Manager  
155 F Road



Loxahatchee Groves, FL 33470

and if sent to the Contractor, shall be sent to:

Munilytics, Inc.  
Attn: Chris Wallace, President  
7320 Griffin Road, Suite 102  
Davie, Florida 33314

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 23: ENTIRETY OF AGREEMENT.** The Town and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 24: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 25: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 26: NO THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 27: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Contractor to terminate for cause.

**SECTION 28: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the Town Manager. The Effective Date is March 1, 2023.

**SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 30: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 31: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 32: PALM BEACH COUNTY IG.** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present, and proposed Town contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

**SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and the Scopes of Work and Purchase Orders issued in accordance with the terms of this Agreement. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and any Scope of Work, the terms and conditions of this Agreement shall prevail. The terms and conditions stated in the Town issued Purchase Order(s) shall not apply. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 34: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products of Contractor produced to or created for the Town shall become the property of the Town. The Contractor may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts

sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, the undersigned on behalf of the Contractor hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 36: DISPUTE RESOLUTION.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Contractor hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

**SECTION 37: REMEDIES.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 38: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, Contractor shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-Contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-Contractors' newly hired employees;

b. Secure an affidavit from all sub-Contractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

- c. Maintain copies of all sub-Contractor affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Contractor may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town 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, Florida Statutes, or as otherwise provided by law.
- c. 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- d. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Interim Town Manager, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Contractor has hereunto set its hand and seal the day and year first written above.

CONTRACTOR:

Munilytics, Inc.

By: \_\_\_\_\_  
Christopher Wallace, President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Chris Wallace as President of Munilytics, Inc., a Florida corporation, [ ] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification, and who did not take an oath.

(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

By: \_\_\_\_\_  
Mayor Robert Shorr

ATTEST:

\_\_\_\_\_  
Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Office of the Town Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES –FINANCIAL SERVICES**

The function of the Finance Professional(s) involves primary responsibility for performing all governmental accounting and finance services on behalf of the Town using the Town’s technology and software to carry out the day-to-day business of the Town. An overview is as follows:

**A. Financial Statements**

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
  - a) Chart of Accounts
  - b) Vendor and Customer Master File
  - c) Report creation and set-up.
2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - a) Cash Investment Account Reconciliations per fund
  - b) Balance Sheet Reconciliations per fund
  - c) Expense Variance Analysis
3. Prepare and file Annual Qualified Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
6. Prepare annual financial statements, maintain necessary audit files and assist with annual audit examination, to include corresponding with the auditor and scheduling fieldwork.
7. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.
  - c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
8. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
9. Provide and file Annual Financial Statements (FS. 218 report).

**B. Budgeting**

1. Lead the Town through each fiscal year budget and CIP process. Prepare budget and backup material for and assist in the presentation of the budget at budget meetings,

hearings, and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards.

2. File all required documentation to the Department of Revenue, Auditor General, Palm Beach County, and other governmental agencies with jurisdiction.
3. Prepare all notices of all budget hearings and workshops as required by Florida's Truth in Millage laws and submit the notices to the Town Clerk in time for the notices to be published.
4. Prepare all budget amendments on an ongoing basis. Examine budgetary expense items and, when possible, seek and advise when reductions may be obtained, or advise pertaining to alternate measures or the elimination of unnecessary expenses and/or nonproductive items.

#### C. Payroll

1. Reconcile, calculate as necessary, and record bi-weekly payroll and related retirement transactions into the accounting software and to the vendors as applicable. These transactions will be based primarily upon the employees' time keeping information entered by Town staff into ADP, once reviewed and approved for accuracy and completeness.

#### D. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals and prepare RFP/RFQs as needed and in accordance with the Town's rules and state law.
2. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor as noted above.
3. Manage Vendor Information per W-9 reports, prepare year-end 1099 Forms for Vendor payments as applicable, and file reports with IRS.

#### E. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
2. Prepare bi-weekly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Record expense transactions into the accounting software and process payments bi-weekly in collaboration with Town staff.
  - a) Town staff will be responsible for all invoices being approved and coded to expense accounts prior to Contractor processing the payments, as well as confirmation of appropriate budget allocations.
  - b) Town staff will be responsible for approving all payments.
  - c) Contractor will review all items for proper account coding, compliance with PO and budgetary requirements.



4. Record income transactions into the accounting software in collaboration with Town staff. Town staff will be responsible for preparing bank deposits.
5. Reconcile bank statements for all accounts and funds, including investment, revolving credit, credit card/merchant accounts, GovEasy permit & related EasyPay reports (including BTRs, escrows and cost recovery accounts) each month.

#### F. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Prepare and process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals
  - d) Verify allowable expenses per Bond Indenture Agreements such as:
    - i. Contract Assignment
    - ii. Acquisition Agreement
    - iii. Project Construction and Completion Agreement
3. Provide for appropriate bid and/or proposal/qualification processes for Capital Project Construction, in conjunction with Town staff including the Town Engineer and Town Attorney, as appropriate.

#### G. Attendance at Meetings

1. Occasionally attend meetings and workshops of the Council and other committees and boards of the Council as required. For reference, the Town Council's regular meetings are held at 6:30 pm on the second First and Third Tuesday of each month.
2. Regularly attend the Town's Finance Accounting & Auditing Advisory Committee which meets at least quarterly and at times meets monthly. In addition, Finance Professional(s) is expected to attend Special Meetings, workshops, and budget meetings as called and scheduled.

#### H. Compliance

1. Assist Town staff with application, administration and reporting for grant programs including preparation and filing of compliance and regulatory reports as required by Federal Emergency Management Agency (FEMA), American Rescue Plan Act (ARPA), and any state or federal grant submissions. Any grant work will be negotiated as a separate fee between the Town and the Contractor.
2. Ensure compliance with GAAP, GASB, State of Florida Auditor General and the State's Chief Financial Officer.

#### I. Other Activities

1. Advises the Town Manager, Department Heads, and Town Council about governmental accounting/finance matters that have a potential impact on Town business by way of a memorandum and any recommended courses of action on the part of the Town.
2. Respond to all Town Manager, Department Head, and Town Council initiated requests for information and advice in a timely fashion. The foregoing shall not be construed to mean the Finance Professional(s) must initiate lengthy work requests at the behest of a single Councilmember.
3. Perform appropriate study, inquiry and research necessary to advise the Town relative to its financial matters.
4. Perform other related services as mutually agreed upon.