

# CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is made effective as of October 1, 2022, by and between the City of Madeira Beach, Florida (City), 300 Municipal Drive, Madeira Beach, Florida, 33708, and Aclarian LLC (Contractor) 4240 W. Morrison Ave, Tampa, FL 33629.

## DESCRIPTION OF SERVICES – FINANCE & ACCOUNTING

Beginning on October 1, 2022, the Contractor will appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer as described in Article V, Section 5.5, of the Charter of the City of Madeira Beach, Florida. Contractor, through Andrew Laflin, will provide the following services:

- Plan, manage, and direct the operations of the Finance department, including personnel and equipment of finance, accounting, cashiering, licensing, billing and collecting sums due the City and related financial accounting and systems operations.
- Maintain current and accurate accounting records of City activities, in accordance with accepted municipal accounting practices and governing city laws.
- Coordinate the annual budgeting process, assist in preparing the annual operating and capital budget, and provide other financial reporting throughout the fiscal year, both internally among City employees and externally to the Board of Commissioners and public at large, such as showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures.
- Advise the City Manager and Board of Commissioners on significant financial matters.
- Maintain responsibility for adequate safeguards for City assets, including cash, inventories, equipment and pertinent records concerning the same, as well as records of all receivables and liabilities of the City.
- Oversee the annual financial statement audit of the City and the issuance of the Comprehensive Annual Financial Report.
- Ensure prompt deposits of all receipts in designated bank accounts as well as prompt payment of current bills and obligations against the City, when approved.
- Meet all compliance requirements under applicable laws and regulations, including but not limited to reporting deadlines under state law, agenda document submission deadlines for BOC meetings, and other external and internal regulatory requirements
- Perform other related services as mutually agreed upon.

## RESOURCES PROVIDED BY THE CITY.

The following resources shall be provided by the City:

### ON SITE

- Access to a workspace with desktop and secure internet connection
- Access to applicable software needed to conduct City business

## OFF SITE

- Access to City-owned laptop and applicable software

## **PAYMENT FOR SERVICES.**

The City will pay compensation to Contractor for the Services based on a fixed monthly amount of \$7,400.00 for finance and accounting services.

No travel or per diem reimbursement expenses will apply to this agreement; unless expressly approved by the City in advance. All bills for any travel expenses that are authorized shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the City's policy for travel expenses.

The Contractor shall submit invoices for work performed. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute § 218.70 et.seq., which states the Contracting Party's rights and the City's responsibilities concerning interest, penalties and time limits for payment of invoices.

## **TERM.**

The Term shall begin on October 1, 2022 and be effective until September 30, 2023.

At the end of the term, this agreement may be extended for successive monthly terms, on an as needed basis, or such other renewal terms agreed to by the parties. Renewal contracts will not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the City and subject to the availability of funds. The decision to renew this Agreement rests solely with the City.

## **MODIFICATION OF TERMS.**

This agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the City and the Contractor and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. This Agreement may only be modified or amended upon mutual written agreement of the City and the Contractor. No oral agreements or representations shall be valid or binding upon the City or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the City.

## **RELATIONSHIP OF PARTIES.**

It is understood by the parties that Contractor will be an independent contractor, and not the agent or servant of the City and will not be entitled to any benefits granted to employees of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit to the Contractor. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

## **CONFIDENTIALITY.**

Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose or communicate in any manner any information that is proprietary to the City, except as provided for by law. Contractor will protect such information and treat it as strictly confidential, except as provided by law. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to the City all records, notes, documentation and other items that were used, created or controlled by Contractor during the term of this Agreement.

## **SUBCONTRACTORS:**

The Contractor shall perform this Agreement. Additional assignment or subcontracting shall be allowed with the prior approval of the City Manager.

## **SECURITY.**

All employees, agents, and authorized subcontractors to the Contractor ("Contractor's Agents") with access to City computer networks and systems in the performance of this Agreement must be approved by the City and must abide by all applicable terms and conditions of this Agreement.

## **INDEMNITY PROVISION.**

Contractor shall indemnify, pay the City's costs of defense with counsel of the City's choosing, including attorney's fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any damages sustained by any person or entity as a result of the negligence or misconduct of the Contractor, except only to the extent such damages were occasioned by the wrongful acts of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

## **INSURANCE PROVISIONS**

Contractor shall be required to maintain insurance coverage meeting the City's requirements for the term of this Agreement. Such requirements will include commercial general liability insurance with limits of \$500,000 for each occurrence and \$1,000,000 in the aggregate, as well as professional liability insurance with limits of \$1,000,000 per each claim or occurrence.

## **PUBLIC RECORDS.**

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and the City's public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and City policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the City, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and City policy for locating and producing public records during the term of this Agreement. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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, CITY CLERK, AT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FLORIDA, 33708. Phone: (727) 391-9951, ext. 231 / Email: [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)

**TERMINATION.**

The City and the Contractor both reserve the right to terminate this Agreement, without cause by giving thirty (30) days prior written notice to the other party of the intention to terminate, or with cause if at any time the either party fails to fulfill/abide by any of the terms or conditions specified.

**PARTIES TO THE CONTRACT:**

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties.

**SEVERABILITY.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**GOVERNING LAW.**

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this Agreement shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the Circuit Court in and for Pinellas County, Florida. In any such action, Florida law shall apply.

**ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written.

**WARRANTY OF AUTHORITY.**

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

**ACLARIAN LLC**

**City of Madeira Beach, Florida**

\_\_\_\_\_  
*Andrew Laffin, President*

\_\_\_\_\_  
*Robin Gomez, City Manager*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE