

**AGREEMENT BETWEEN  
CITY OF WESTLAKE  
AND  
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.  
FOR MANAGEMENT SERVICES**

**THIS AGREEMENT**, made and entered into on this   //   day of July 2016, by and between the City of Westlake, Florida, hereinafter referred to as "**City**", and the firm of Severn Trent Environmental Services, Inc., hereinafter referred to as "**MANAGER**", whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

**WITNESSETH:**

**WHEREAS**, the **CITY** desires to employ the services of the **MANAGER** for the purpose of providing the **CITY** with certain **CITY** municipal functions as more fully set forth in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the **MANAGER** desires to provide such services to the **CITY** subject to the terms hereof,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

**ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONSIBILITIES**

- 1.1** The **CITY** hereby engages the **MANAGER** for the services described and set forth in Exhibit A and for the fees described in Exhibit B, attached hereto and incorporated by reference herein.
- 1.2** **MANAGER** may offer and/or the **CITY** may request that additional services be provided under this Agreement. In the event that the **MANAGER** and the **CITY** agree upon a change in the scope of services to be provided under this Agreement, the change in Compensation, if any, shall be agreed between the **CITY** and **MANAGER** and will be invoiced in accordance with this Agreement.
- 1.3** The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
- 1.4** All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Even though **MANAGER'S** staff may include licensed attorneys and engineers, the **CITY** acknowledges that **MANAGER** is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Other than the requirement to render the services by and under the supervision of qualified staff, **MANAGER** makes no specific representation or warranty regarding the services or any deliverables to be provided

hereunder and any and all warranties arising by custom or usage in the profession, or arising by operation of law are hereby expressly disclaimed.

- 1.5 If the scope of services hereunder is ever amended to require the **MANAGER** to administer or supervise the **CITY's** personnel, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting from the failure of the **CITY's** employees to follow the instructions of the **MANAGER**. Similarly, if in the course of providing the services required by this Agreement, the **MANAGER** follows the instructions of the **CITY**, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses resulting therefrom.
- 1.6 In performing the services hereunder, **MANAGER** may rely on information supplied by the **CITY** and **MANAGER** shall not be required to independently verify the accuracy and completeness of such information. In addition, although the **MANAGER** may participate in the accumulation of information developed by others necessary for use in documents required by the **CITY**, **MANAGER** is not responsible for verifying the accuracy of such information, except with respect to all services being provided by **MANAGER** as to the finances and accounting of the **CITY** and as otherwise provided herein.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER**

- 2.1 The signature on this Agreement by the **MANAGER** shall act as **MANAGER's** representation that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
- 2.2 The **MANAGER** acknowledges and agrees that it owes a duty of loyalty, fidelity and allegiance to act at all times during the term of this Agreement in the known interests of the **CITY** and to knowingly do no act which would injure the **CITY's** business, its interests, or its reputation. Further, the **MANAGER** shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, or any interest in connection with, or any benefit from any act or activity, which knowingly is adverse to the interests of or would in any material way injure the **CITY**. Notwithstanding any provision to the contrary contained herein, this Section 2.2 shall not prohibit the **MANAGER** from providing for the benefit of any other special **CITY** services similar to the services provided **CITY** hereunder. It is specifically agreed to and understood that **MANAGER'S** provision of any such services to the **CITY** or to any other special **CITY** shall not constitute a conflict of interest under this Agreement.
- 2.3 The **MANAGER** warrants that it has not employed or retained any company or person, other than a bona fide employee or previously retained sales consultant, 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 **MANAGER** or a previously retained sales consultant any fee, commission, percentage,

gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 2.4 The **MANAGER** warrants and represents that it shall refrain from unlawful discrimination in performing its obligations under this Agreement.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE CITY**

**CITY** represents and warrants that this Agreement, **CITY's** execution and delivery of this Agreement and **CITY's** performance of its obligations hereunder, have been duly and validly authorized by **CITY** by all necessary action. This Agreement has been validly executed and delivered by **CITY** and constitutes a legal, valid, and binding obligation of **CITY**, enforceable in accordance with its terms.

### **ARTICLE 4. COMPENSATION**

- 4.1 The **CITY** agrees to compensate the **MANAGER** in accordance with the fee schedule set forth in Exhibit B.
- 4.2 For each fiscal year of the **CITY**, the compensation payable to the **MANAGER** under the terms and conditions of this Agreement shall be in an amount approved by the **CITY** in its fiscal year budget. Each fiscal year during the budget review and approval proceedings, the **CITY** may consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the upcoming fiscal year of the **CITY**.
- 4.3 In the event that the fiscal year budget is not approved prior to the first day of the fiscal year, the **MANAGER'S** compensation under this Agreement will continue at the rate currently in effect at the time of renewal. Unless such failure to approve the fiscal year budget arose out of the acts or omissions of **MANAGER**, the subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.
- 4.4 Payment to the **MANAGER** for all services rendered shall be made on a monthly basis within thirty (30) days of the **MANAGER's** issuance of an invoice. Monthly invoices shall be sent to the property manager, if **CITY** is under contract with a property manager, for prior approval prior to payment.
- 4.5 Payment of ancillary service costs will be included in the monthly billing statement for reimbursement. The charges and fees are set forth in Exhibit C.

## **ARTICLE 5. TERM**

- 5.1** This Agreement shall commence on the date hereof and shall continue until amended or terminated as described in section 5.2 below.
- 5.2** Either party may terminate the agreement for convenience and without liability therefor upon a written notice to the other party of at least ninety day (90) days prior to the termination date.
- 5.3** Upon the termination of this Agreement, (a) the **CITY** shall pay the **MANAGER** in full for all services rendered through the date of termination upon receipt of **MANAGER's** invoice for such services ("Final Payment"); and (b) **MANAGER** will take all reasonable and necessary actions to transfer, within seven (7) days of receipt of Final Payment, in an orderly fashion to the **CITY** or its designee all of the **CITY's** financial records, including computer records, in **MANAGER's** possession.

## **ARTICLE 6. RISK MANAGEMENT**

- 6.1** The **MANAGER** shall provide and maintain at **MANAGER's** expense the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
- (a) Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000) ; and
  - (b) Commercial Crime insurance with a per loss limit of one million dollars (\$1,000,000). Such insurance shall provide coverage for direct loss of money, security, or other tangible property sustained by **CITY** as a result of theft or forgery committed by an employee of the **MANAGER** not in collusion with an employee or official of the **CITY**.
  - (c) Workers' Compensation Insurance in accordance with the statutory obligations imposed by Florida law. Employer's Liability Insurance shall be provided with a minimum coverage of \$100,000 per accident/occurrence.
  - (d) Commercial General Liability Insurance with \$2,000,000 Combined Single Limit, per occurrence.
- 6.2** To the extent occasioned by the negligent act or omission or failure of the **MANAGER, MANAGER,** shall indemnify, defend and hold harmless the **CITY,** its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the **MANAGER.**
- 6.3** To the extent not attributable to the negligence or willful misconduct of the **CITY,** and to the extent permitted by Florida law and to the extent not attributable to the negligence or willful misconduct of **MANAGER, CITY** shall indemnify, defend and hold harmless the

**MANAGER**, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to person, the employees, or damage to property occasioned by a negligent act, omission or failure of the **CITY**. Nothing herein shall constitute or be construed as a waiver of the protections, immunities, and limitations of liability afforded **CITY** pursuant to Section 768.28, Florida Statutes.

- 6.4** In the event that claims(s) raised against the **MANAGER** on account of this Agreement, or on account of the services performed hereunder, is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other causes of action and/or claims arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, **MANAGER's** total aggregate liability shall not exceed an amount equal to the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim is raised against the **MANAGER**.
- 6.5** Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the **MANAGER** be liable, either directly or as an indemnitor of the **CITY**, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the **MANAGER** has been advised of the possibility of such damages.

#### **ARTICLE 7. MISCELLANEOUS**

- 7.1 Entire Agreement.** The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
- 7.2 Amendments.** No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.
- 7.3 Construction.** In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

7.4 **Force Majeure.** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of "Force Majeure". In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event, or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability, of either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

7.6 **Notices.** All notices will be in writing and shall be sent by certified mail, return receipt requested or by overnight delivery using a nationally recognized courier service.

Notices required to be given to the **MANAGER** will be addressed to:

Severn Trent Environmental Services, Inc.  
210 North University Drive Suite 702  
Coral Springs, Florida 33071  
Attn: Bob Koncar – General Manager

Notices required to be given to the **CITY** will be addressed to:

Mayor  
4001 Seminole Pratt Whitney Road  
Loxahatchee, FL 33470

With copy to: City Attorney  
Pam E. Booker, Esq.  
2650 Lake Shore Drive, Unit 1704  
Riviera Beach, FL 33404

7.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. 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 or 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.

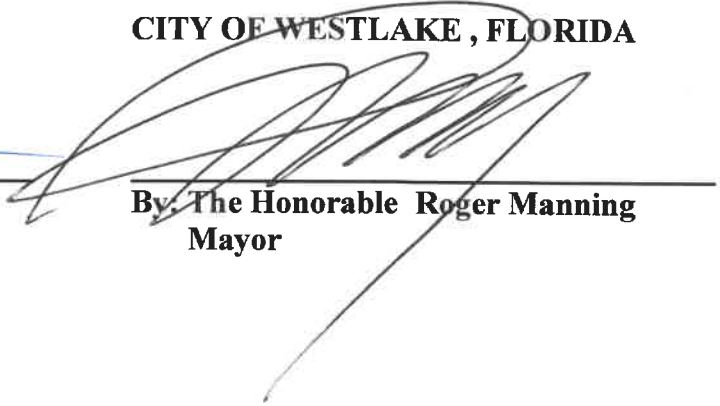
IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this **AGREEMENT BETWEEN CITY OF WESTLAKE AND SEVERN TRENT ENVIRONMENTAL SERVICES, INC. FOR FINANCIAL MANAGEMENT SERVICES** on their behalf, at the times set forth below.

**Signed and Sealed  
in the presence of:**

**CITY OF WESTLAKE , FLORIDA**



**Witness**



**By: The Honorable Roger Manning  
Mayor**



**Witness**

**SEVERN TRENT ENVIRONMENTAL  
SERVICES, INC.**



**By: Bob Koncar – General Manager –  
Management Services Southeast**

## **Scope of Services**

### **Exhibit A**

#### **City Manager Services:**

- Supply an experienced City Manager (Kenneth G. Cassel) to be the City's chief administrator as enumerated in the City Charter.
- Manager shall attend all meeting of the City Council
- Manager shall attend and represent the City at appropriate and necessary meetings with all applicable County, and State entities.
- Manager shall perform the powers and duties as enumerated in the City Charter as adopted.
- Manager shall be reimbursed for memberships and dues associated with performing the City Manager Services.

#### **Financial & Accounting Services:**

- Attend monthly CITY Council meetings and be ready to answer questions concerning the financial scope of services as set forth herein.
- Maintain a Government Fund Accounting System in accordance with:
  - The Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting;
  - Generally Accepted Accounting Principles (GAAP); and
  - Government Accounting Standards Board (GASB) principles.
- Perform the day to day processing of accounts payable transactions to ensure the CITY's finances are maintained in an effective, up to date and accurate manner.
- Review and verify accuracy of invoices, vouchers, bills, statements and related documents by auditing them against the adopted budget, purchase orders, requisitions and contracts.



- Coordinate collection of all revenue and establishes process for recording receivables including water billing and collection.
- Work with local, state, and federal agencies to ensure all revenue is collected on time and all reports are filed according to Florida state regulations.
- Produce and submit monthly revenue and collection reports to the Mayor and CITY Council as of monthly financials
- Coordinate and process all payroll disbursements for CITY employees.
- Process direct deposits and other payroll deductions including but not limited to garnishment/child support, defined benefit contributions; unemployment claims and provide employment & income verification.
- Process and remit all federal and state payroll tax payments.
- Prepare all Federal and State Tax filings to meet statutory requirements.
- Track all sick, personal and vacation time according to the CITY's established policy.
- Coordinate and administer comprehensive employee compensation and benefit programs including but not limited to Health care, dental, life insurance, AD&D, short/long term disability, and defined benefit retirement plans.
- Prepare monthly financial reports as required by the Mayor and CITY Council.
- Reconcile and analyze balance sheet accounts and operating expense statements.
- Assist and prepare, in conjunction with the CITY staff and other governmental entities, to create the annual budget and budget amendments per GASB and Governmental Finance Officers Association (GFOA) standards.
- Conduct a fiscal analysis on an annual basis as part of the budget process and submit findings and recommendations to the Mayor and CITY Council.
- Coordinate and facilitate the annual audit process and prepare schedules required by the auditors.
- Prepare and submit documents required to meet the annual statutory reporting requirements.
- Coordinate the purchasing and renewal of appropriate amounts and types of insurance such as General Liability, Public Officials/Employment Practices, Property, Inland Marine, Equipment Breakdown, Automobile and Workers' Compensation insurance coverage.

### **Treasury Services:**

- Assist in establishing all bank accounts and treasury requirements. Our team will implement policies and procedure to document, track and control all treasury transactions.
- Coordinate and implement the CITY's Investment Policies and Procedures pursuant to Chapter 218, of the Florida Statutes as directed by the Mayor and CITY Council.
- Produce timely reports on the performance of the CITY's investments as directed by the Mayor and CITY Council.
- Consult on special funding mechanisms/sources.
- Perform comparative analysis on building department fees and water rates.
- Assist in preparation and analysis of requests for proposals (RFPs) and request for qualifications (RFQs) as directed by the Mayor and CITY Council.

### **Capital Program Administration:**

- Provide independent review of proposed capital improvement program and provide recommendations to the Mayor and CITY Council on implementation.
- Prepare a five year fiscal plan for funding the implementation of approved capital improvement program.
- Maintain proper fund accounting procedures.
- Assist with grant accounting procedures, tracking and reporting.
- Establish procedures to record and track all assets purchased, constructed, donated or conveyed to the CITY.

### **City Clerk Functions:**

- Manager shall provide a qualified individual to serve as City Clerk
- Receive and process inquiries about official records of the City.
- Provide follow up activities for the Mayor, Council Members, and other City officials on issues related to official City records and proceedings.
- Maintain the City Seal and affix to all official documents and contracts.
- Ensure that all meeting minutes and other official documents are properly executed and

recorded as necessary.

- Maintain the City's filing system that will allow for retrieval of all City Records in an expeditious manner.
- Provide qualified individual that will attend all City Council meetings and other official City meetings.
- Transcribe all City meeting minutes in a timely and accurate manner.
- Ensure that summary minutes are prepared for all official meetings and that recordings are maintained in accordance with the Florida Statutes and City requirements.

## **Compensation**

### **Exhibit B**

Severn Trent will provide the services set forth in the Scope of Services for an annual fee of: \$249,101.00. The annual fee shall be paid in equal monthly payments.

## Exhibit C

### Reimbursable Schedule

<b>Mail Distribution</b> Overnight Delivery Certified Mail (back charged to owner)  Postage	At Cost Current rate charged by Postmaster plus handling charge of \$3.00 Current rate charged by postmaster;
<b>Photocopying</b>  <b>Color Copies</b>	\$0.15 per copy \$0.21 per duplex copy (both sides) \$0.20 per page
<b>Faxes</b> Outgoing Incoming	NC NC