

FLORIDA ATLANTIC UNIVERSITY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of _____ ("Effective Date"), by and between the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida, on behalf of **The John Scott Dailey Florida Institute of Government at Florida Atlantic University**, with an address of 777 Glades Road, Building 44, Room 206, Boca Raton, FL 33431 and the "client" with an address ("Client").

In consideration of the mutual covenants and stipulations set forth herein, the parties hereby agree as follows:

1. University agrees to provide and Client agrees to accept the services set forth on Exhibit A attached hereto (the "Services") in accordance with the terms of this Agreement. University shall control the manner in which the Services are provided, giving due consideration to the requests of Client. Unless otherwise mutually agreed, the Services shall be performed at Client's premises.
2. This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein or extended by mutual written agreement of the parties, shall continue until the Services have been completed. Either party may terminate this Agreement at any time for any reason upon sixty (60) days written notice, in which case Client shall only be responsible to pay University a pro-rated fee for work completed up to the date of termination.
3. Client agrees to pay University for the Services during the term hereof in accordance with the rates and terms set forth on full executed Letter of Agreement attached hereto. Unless otherwise specified, payments shall be due within sixty (60) days of receipt of a proper University invoice. Late payments shall bear interest in accordance with the Florida Local Government Prompt Payment Act.
4. The performance of the University of the Services shall be subject to and contingent upon the availability of funds appropriated by the Client, or otherwise lawfully expendable for the purpose of the Services for the current and future periods.
5. All documents, papers, letters or other material made or received in conjunction with the Services shall be subject to the provisions of Chapter 119, Florida Statutes. University shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
6. Any renewals, amendments, alterations or modifications pertaining to the Services must be signed or initialed and approved by all parties.

7. The provision of the Services and the validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. The University and the Client, as public entities of the State of Florida, are entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

8. Neither party may, without the advance written approval of the other party, assign any right or delegate any duties pertaining to the Services.

9. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities; epidemics; war; embargoes, fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which a party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

10. The University makes no warranties of any kind, express or implied, pertaining to the Services, and to the maximum extent permitted by law, disclaims all warranties and conditions, either express or implied, pertaining to the Services.

11. To the maximum extent permitted by law, in no event shall University be liable for any special, incidental, indirect, or consequential damages whatsoever, pertaining to the Services (including, without limitation, damages for loss of business profits, business interruption, or any other pecuniary loss, including legal fees), whether for a breach of contract, failure of essential purpose, negligence or otherwise, even if the party has been advised of the possibility of such damages.

12. Neither party may use or make reference to the other party or any trade names, trademarks, service marks, logos or other designations of the other party except to the extent and in the manner which is expressly provided for in writing by the other party.

13. University reserves all rights with respect to the Services and materials provided by University or the work-product developed by University in connection with the Services. Nothing herein shall purport to grant or convey any interest or right to the University's services, materials or work-product or grant any exclusivity with respect thereto.

14. To the extent provided under Section 768.28 of the Florida Statutes, University assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of the University and its officers, employees, servants, and agents while acting within the scope of their employment by University. Client assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of Client and its officers, employees, servants, and agents while acting within the scope of their employment by Client. University, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to its officers, employees, servants, and agents while acting within the scope of their employment by University. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 of the Florida Statutes."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES,
on behalf of The John Scott
Dailey Florida Institute of Government
at Florida Atlantic University

Signature

Name

Title

Date

ATTEST:

CITY OF _____

By:

By:

Approved as to form:

By:

Records Management Plan and Consulting Services Proposal

For

**Hallandale Beach
Florida**

August 16, 2023

**Submitted by the John Scott Dailey Florida Institute of Government at
Florida Atlantic University in partnership with SML, Inc.**

Steve M. Lewis, President and CEO

Post Office Box 484

Vero Beach, Florida 32961

813.205.2850

stevemlewis@msn.com

www.smlinfo.net



Sarah Shannon, Director
The John Scott Dailey Florida Institute of Government @ FAU
777 Glades Road
Bldg. SO44, room 206
Boca Raton, FL 33431

Dear Sarah,

After confirming a few things with the City, I've decided to propose development of a comprehensive records management plan the **City of Hallandale Beach**. My contact at the City is:

Jenorgen Guillen, City Clerk
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1469
jguillen@hallandalebeachfl.gov

The Plan will be comprehensive, systematic, legally sufficient and efficient in its approach. The plan will be based on general requirements and specific data relative to the City and its operations.

- **Records Management Program Goals and Approach**
- **Program Implementation**
- **Program Administration**
- **Program Maintenance**
- **Training**
- **Public Records Definitions**
- **Public Agency Status**
- **Categorization**
- **Scheduling**
- **Disposition**
- **Format & Media Selection**
- **Imaging**
- **Microfilming**
- **Electronic Communications**
- **Social Media**
- **Storage & Security**
- **Filing Systems**
- **Public Records Access (Public Records Request)**
- **Exemptions**
- **Agency Specific Records Collections Issues**
- **Policies & Procedures**

The Plan will include:

- **Narrative explanations, and recommendations.**
- **A detailed implementation narrative.**
- **An executive summary.**
- **Bid specifications for implementation, if applicable.**
- **A disposition procedure for all Public Records in accordance with Rule Chapter 1B-24, F.A.C.**

- **A filing system matrix together with an automated file code tracking system and/or boxed record index, word searchable, written to Microsoft Excel which may be saved to SQL as a network version.**
- **Detailed scheduling, disposition and imaging options to include destruction, microfilm and digital imaging in accordance with Rule Chapter 1B-26, F.A.C.**
- **Organization structure recommendations related to record operations.**
- **An email policy and dispositioning solution.**
- **An Agency-Wide Disposition List for Agency Public Records in accordance with Rule Chapter 1B-24, F.A.C. based on a record series title inventory.**
- **A training outline and training manual to be used by personnel with record responsibilities.**
- **A list of references and published sources used during preparation.**

Traditional data collection and analysis techniques will be employed including but not limited to: on-site interviews with relevant staff; hands on evaluation of high density and key record collections; an evaluation of activity; review and analysis of existing policy and procedures.

Project Scope & Timeframe:

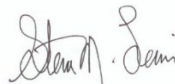
- 1. On-site Data Collection – Approximately Two Days**
- 2. Data Analysis, Agency-Wide Disposition List Creation, and Writing of Records Management Plan – Thirty to Sixty Days**

The fee for the on-site visit, data collection, creation of an agency wide disposition list and writing of the Plan to Hallandale Beach is **\$30,000.00 inclusive, one half billable upon completion of the data collection and the second half billable upon delivery of the Plan narrative. This fee includes all related expenses.** I understand FAU will retain 23% of this total fee The above quoted deliverable will include a return visit to present findings and recommendations to management. If requested, I will provide a one-day, six-hour training at no additional cost (training is separate from project billing and flexible in duration and conduct. Updating the Plan, if desired, every two to three years to remain legally compliant and current with technology and agency business process changes will be billed at **25% of the initial Plan fee**, if requested.

RECORDS MANAGEMENT PLAN CONSULTING SERVICES

We can assist with implementation of plan recommendations, if desired. **The fee for implementation services is \$2,200.00 per eight-hour day, again, including all related expenses.** This portion of the services we propose may be spread across multiple fiscal years.

Sincerely,



Steve M. Lewis