

Financial Affairs
Edward Marquez, Chief Financial Officer

**SUBJECT: CAPITAL ACCOUNTING SOLUTIONS, INC. – CONTRACT TO PROVIDE
TEMPORARY PROFESSIONAL STAFF TO ASSIST THE OFFICE OF THE
CONTROLLER**

COMMITTEE: BUSINESS AND FINANCIAL SERVICES

Capital Accounting Solutions, Inc. is being recommended to provide temporary professional staff to assist the Office of the Controller in assessing procedures and controls relative to accounting for grants and capital assets; recommending changes to current procedures and controls; and other financial services requested by the Controller. Particular attention is to be given to increased use of technology.

Capital Accounting Solutions, Inc.'s recommended compensation will be in accordance with an hourly rate of \$85 per hour up to a maximum of \$30,600. The contract period will be for approximately nine weeks beginning March 18, 2004 through June 30, 2004.

Capital Accounting Solutions, Inc. shall submit monthly progress billings, which shall indicate a breakdown of hours worked. The progress billings shall be in agreement with the fee reflected above. Each progress billing shall be paid upon completion of services and approval of the billing by the Controller or designee. This proposal was reviewed by the Professional Services Contract Committee meeting on February 26, 2004. A waiver was granted by the committee based on specific expertise in accordance with School Board Rule 6Gx-13- 3F-1.021.

Ms. Ana Someillan is the President and owner of Capital Accounting Solutions, Inc. Ms. Someillan, a former employee of the District, has specific expertise in the areas of public accounting and auditing.

The appropriation for this item is included in the General Fund of the 2003-2004 Budget under Fund 0100, Object 5310, Location 9151, Program 7600, Function 7500.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a contract, at an hourly rate of \$85 for a total amount not to exceed \$30,600, with Capital Accounting Solutions, Inc. to provide temporary professional staff to assist the Office of the Controller in assessing procedures and controls relative to accounting for grants and capital assets; recommending changes to current procedures and controls; and other financial services requested by the Controller. Particular attention is to be given to increased use of technology.

The appropriation for this item is included in the General Fund of the 2003-2004 Budget to be under Fund 0100, Object 5310, Location 9151, Program 7600, Function 7500.

EM:egc



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this 18th day of March, 2004, by and between The School Board of Miami-Dade County, Florida, hereinafter referred to as the 'AGENCY', and Capital Accounting Solutions, Inc., hereinafter referred to as the 'CONTRACTOR', is as follows:

(Name of Contracting Party/Organization)

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Agency, perform the following:

Nature of Contracted Services: To provide temporary professional staff to assist the Office of the Controller in assessing procedures and controls relative to accounting for grants and capital assets; recommending changes to current procedures and controls; and other financial services as requested by the Controller. Particular attention is to be given to increased use of technology.

Anticipated Outcome of Contracted Services: Improved procedures and controls and greater use of technology and automated exception reports to improve financial accounting processes in the district.

Location of Contracted Service: School Board Administration Building

Date(s)/Hours of Service: As required by the Controller -- approximately three days or twenty-four hours per week, not to exceed a total of forty-five days or 360 hours.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 18th day of March, 2004, and shall complete performance to the satisfaction of the Agency no later than the 30th day of June, 2004. The Agency reserves the right to terminate this Agreement without cause by giving thirty days written notice to the Contractor.

3. COMPENSATION

The Agency shall, upon completion of services by the Contractor, compensate the Contractor in the amount of \$ not to exceed \$30,600, which shall constitute the amount due under this contract. Contracts exceeding \$10,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the Agency in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by Florida Statute Section §112.061 and Board Rule 6Gx13- 4C-1.07.

4. PAYMENT SCHEDULE

Payment will be generated by the Agency's Accounts Payable Department within 45 days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ _____ upon completion of services
- _____ partial payments in the amount of \$ _____ ~~each~~ progress billings.

5. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement of understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida.

8. HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitor. The following shall be deemed to be indemnitees: the School Board of Miami-Dade County, Florida and its members, officers and employees.

9. TERMINATION AND SUSPENSION

The Agency may terminate this Agreement upon 30 days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to Agency by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the Agency shall allow the Contractor to incur all necessary and proper costs which the Contractor cannot reasonably avoid during the termination process.

10. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Agency may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon 15 days advance written notice by the Agency and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for use, in whole or in part, upon 15 days advance written notice from the Agency.

- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Agency determines that the Contractor has jeopardized the safety and welfare of the agency or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967.

12. ACCESS TO RECORDS

The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the Agency, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall retain all records for three (3) years after final payment is made or received and all pending matters are completed.

13. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

APPROVED AS TO FORM:

School Board Attorney - Signature

BY: _____ Signature
(Superintendent of Schools or Designee)

Merrett R. Stierheim
(Name Typed)

SUBMITTED BY:

VENDOR/CONTRACTOR

Charge Location Administrator - Signature

BY: _____ Signature
Capital Accounting Solutions, Inc.
Name: Ana Someillan President
(Name Typed) (Title)

ACCESS Superintendent/Division Head - Signature

Address: 6240 S. W. 33 Street

Miami, FL 33155

Office of Grants Administration (if applicable)

NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).

Social Security No. (If individual) _____
F.E.I.N. (If organization) 54-2074748
School Board Employee: Yes No *
M-DCPS Employee No. _____

* Former Employee. Resigned January 2003.