

BILL NO.: **5052**

ORDINANCE NO.: \_\_\_\_\_

Introduced by: **City Manager Nathan Mai-Lombardo**

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH BRANDY L. DOUGLAS, CPA LLC FOR MEDICAL COST RECOUPMENT SERVICES**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:**

- Section 1.** The City Manager is hereby authorized to enter into and execute an GEMT (Ground Emergency Medical Transportation) Service agreement with Brandy L. Douglas, CPA, LLC for medical cost recoupment services.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2024  
2nd Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2024  
3rd Reading, PASSED and APPROVED, this           **day of**           **2024**

ATTEST: \_\_\_\_\_  
Babatunde Deinbo, Mayor

Final Roll Call:	
_____ Deanna L. Jones, City Clerk	Councilwoman Verges            Aye ___ Nay ___ Absent ___ Abstain ___
	Councilwoman Williams        Aye ___ Nay ___ Absent ___ Abstain ___
	Councilman Hoskins            Aye ___ Nay ___ Absent ___ Abstain ___
	Councilwoman Anthony        Aye ___ Nay ___ Absent ___ Abstain ___
	Councilman Hindeleh          Aye ___ Nay ___ Absent ___ Abstain ___
	Councilwoman-at-Large Crawford-Graham
_____ Approved as to Form:	Aye ___ Nay ___ Absent ___ Abstain ___
Donnell Smith, City Attorney	Mayor Deinbo                    Aye ___ Nay ___ Absent ___ Abstain ___

**PROFESSIONAL SERVICES AGREEMENT**  
**Brandy L. Douglas, CPA, LLC**

This Agreement, dated as of **June 30, 2024**, is by and between **Berkeley Fire Department** ("**CLIENT**"), and Brandy L. Douglas, CPA, LLC ("**CONSULTANT**"), hereinafter collectively referred to as the "Parties." The Agreement will be effective upon final execution by all parties.

**1. HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**2. EXHIBITS**

Exhibits A and B are attached hereto and included by reference.

**3. CONSULTANT'S SCOPE OF SERVICES AND CLIENT RESPONSIBILITIES**

CONSULTANT agrees to perform all services described in Exhibit A, Scope of Work, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. CLIENT shall provide complete, accurate, and timely information regarding CLIENT'S requirements and shall designate by name a representative authorized to act on its behalf. CLIENT shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. CLIENT shall provide any additional materials, other than those CONSULTANT is responsible for providing, that are reasonably necessary to complete the Scope of Work. CLIENT shall provide reasonable access to any locations under the control of CLIENT required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Exhibit A.

**4. TERM**

This Agreement shall terminate on **June 30, 2025**, unless extended by mutual Agreement of the Parties in writing or terminated in accordance with Section 15.

**5. PAYMENT**

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Exhibit B.

**6. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement. It is understood and agreed that the CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CLIENT in any capacity whatsoever and CLIENT shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify and hold CLIENT harmless from any and all liability which CLIENT may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CLIENT.

**7. INDEMNIFICATION**

To the fullest extent permitted by law, each Party shall release, hold harmless, defend and indemnify the other from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by such Party, except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee.

**8. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

**9. TRAVEL EXPENSES**

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CLIENT as approved in advance by the CLIENT in accordance with Exhibit B.

**10. TAXES**

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

**11. ACCESS AND RETENTION OF RECORDS**

CONSULTANT agrees to provide the CLIENT and its designees access to all of the CONSULTANT's records related to this contract and that the CONSULTANT shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CLIENT.

**12. CONFLICT OF INTEREST**

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which

has any interest adverse or potentially adverse to the CLIENT, as determined in the reasonable judgment of the CLIENT. Entering into this agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

**13. CONFIDENTIALITY**

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for the CLIENT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CLIENT if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

**14. USE OF CLIENT PROPERTY**

CONSULTANT shall not use CLIENT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**15. TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. CLIENT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CLIENT should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Exhibit B, including for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B.

**16. CHOICE OF LAW**

CONSULTANT and CLIENT agree that if a dispute arises in the performance of this agreement the laws of the State of Missouri will govern.

**17. ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CLIENT and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CLIENT and CONSULTANT and are not intended to create any third-party rights or benefits.

**18. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

**19. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

**20. SUCCESSORS AND ASSIGNS**

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CLIENT. Any attempted assignment without such consent shall be invalid.

**21. NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: CLIENT:                      Berkeley Fire Department  
   Attn: Medical Officer Scott Lembke  
   8401 Airport Rd.  
   Berkeley, MO 63134

To: CONSULTANT:      Brandy L. Douglas, CPA, LLC  
   2302 Eisenbath Rd.  
   O'Fallon, MO 63366

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

**22. SIGNATORIES**

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written.

**CLIENT**  
**Berkeley Fire Department**

**CONSULTANT**  
**Brandy L. Douglas, CPA, LLC**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Nathan Mai-Lombardo  
Title: City Manager  
Date: \_\_\_\_\_

Name: Brandy Douglas  
Title: Principal / Managing Partner  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Services**

**GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES**

CONSULTANT shall provide consulting services to the CLIENT as follows:

- CONSULTANT shall annually prepare the cost report that CLIENT submits to the State of Missouri in order for the CLIENT to participate in the State's GEMT Program. CONSULTANT shall prepare the cost reports in accordance with all federal, state, or municipal laws or regulations.
- CONSULTANT shall provide CLIENT with the cost report and all supporting documentation (financial data will be delivered as a flat file, i.e., Excel, Access, or text file) to the agreed upon email address. It shall be the CLIENT'S responsibility to file the cost report with the State of Missouri. CLIENT shall meet CONSULTANT's established deadlines for data submission and document reviews.
- As part of the fee set forth in this Exhibit, CONSULTANT shall provide CLIENT with four hours of audit assistance post submittal, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). Travel expenses will be billed to the CLIENT as set forth in Exhibit B.
- There shall be a cap of 65 hours per cost report and 4 hours of audit assistance post-submittal, unless extended by mutual agreement of the parties.
- Any programs, projects, or additional work beyond the 65-hour cap per cost report or 4-hour cap for audit assistance post-submittal will be negotiated on a project basis cost by the parties or at \$400.00 per hour.

**EXHIBIT B**  
**Payment Terms**

**A. SCHEDULE**

Services to be performed under this Agreement will begin at the time the Agreement is executed.

**B. TRAVEL**

Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the CLIENT prior to travel. Mileage will be billed at the current IRS reimbursement rate.

**C. TOTAL PAYMENT AMOUNT**

Services under the contract provided by the CONSULTANT shall be completed for a fee of **\$7,500 plus 3.0% of gross GEMT proceeds per report year**, for a term of one (1) year. The fee schedule referenced herein shall remain unchanged for the term of the contract.

Invoices for payment will be provided to the CLIENT upon the completion of the cost report, to the address provided under the contract. Payment will be due within thirty (30) days of invoice postmark. It will be the CLIENT'S responsibility to notify the CONSULTANT of any changes to the name and/or address on record for the purposes of invoicing.

**D. ADDITIONAL SERVICES**

Any requests for services beyond the scope of services set forth in Exhibit A shall be billed at the rate of Four Hundred dollars (\$400.00) per hour or a negotiated fixed cost for special projects. Performing any services under this provision requires prior written approval of both parties.

Contact information for billing purposes is as follows:

CLIENT:                      Berkeley Fire Department  
                                    Attn: Medical Officer Scott Lembke  
                                    8401 Airport Rd.  
                                    Berkeley, MO 63134  
  
                                    Phone number: (314) 400-3607  
                                    Email address: lembke@berkeleymo.us

CONSULTANT:              Brandy L. Douglas, CPA, LLC  
                                    2302 Eisenbath Rd.  
                                    O'Fallon, MO 63366  
  
                                    Phone number: (636) 236-7365  
                                    Email address: bdouglascpa@outlook.com