

Paradise Shores Apartments.Inc.
Board of Directors Meeting - Clubhouse
October 10, 2023 - 7:30 PM
Meeting Agenda

Call to Order & Roll call

A motion to suspend the normal order of business.

Oath of office of President Wally Maire.

Members (owners) comment period.

Approval of the previous minutes:

March 14, 2023 Board Meeting Minutes
March 30, 2023 Special Board Meeting Minutes
April 4, 2023 POSTPONED 1st meeting of the NEW Board of Directors
April 11, 2023 ADJOURNED 1st meeting of the NEW Board of Directors
April 19, 2023 1st meeting of the NEW Board of Directors
May 9, 2023 CANCELLED meeting of the Board of Directors
June 26, 2023 Special Board of Directors meeting
June 26, 2023 Special FINANCIAL Board of Directors meeting
September 21, 2023 NO MINUTES – NOT BOARD AUTHORIZED
September 29, 2023 Special Board of Directors meeting

Treasurers Report

Correspondence

Committee Reports

Blue Book	Budget	Election
Grounds	Contract	Insurance
Maintenance	Sales & Rentals	Neighborhood Watch
Specifications	Compliance	Fining
Legal Affairs		

Old Business

Patios	Building 14 2nd floor ceiling repairs
Building 8&9 plumbing	Ways & Means Committee
Parking	Gas Line Repairs/Replacements – Building 2
Tenting of Building 4	Implementation of Electronic Voting to be conducted by ONR.

New Business

2022 Audit

Board Member Re-vote on Financial Overhaul Contract* - See attached contract.

Report & Discussion on the 7 Board members who resigned.

Illegal Occupant in Building 10, Unit 26

Hiring of a Board Attorney

Notification of next regular Board Meeting

Meeting adjournment

* attached to agenda

FINANCIAL SERVICES AGREEMENT

The Financial Services Agreement (this "Agreement") is made effective as of June 27, 2023, by and between Paradise Shores Apartments Inc., of 5320 81st St. N, St Petersburg, Florida 33709, and ~~DB~~ & Associates LLC, of 5347 81st St. Lane N, Unit 6, St. Petersburg, Florida 33709. In this Agreement, the party who is contracting to receive the services shall be referred to as "PS Apts. Inc."

1. **DESCRIPTION OF SERVICES.** Beginning on or about June 27, 2023, ~~DB~~ & Associates LLC will provide the following services (collectively, the "Services"):
- Oversee the timely and accurate preparation of financial statements in compliance with Generally Accepted Accounting Procedures (GAAP) and company policy.
 - Develop and implement financial reporting process and controls to improve efficiency and accuracy.
 - Convert remote financial software utilized to QuickBooks online and in-house.
 - Conduct in-depth financial analysis, including variance analysis and financial forecasting.
 - Identify key financial metrics and communicate performance.
 - Lead annual budgeting process, working closely with PS executives and their designees.
 - Monitor actual performance against budgets and providing analysis and recommendations.
 - Foster a culture of higher performance and continuous improvements.
 - Accounts Receivable management of owner payments and other related deposit items.
 - Payroll processing and vacation, sick day and holiday reporting.
 - Review bank activity online and on a regular basis looking for improvements.
 - Manage Special Assessment activities with banks and other entities.
 - Prepare other ad hoc reports as necessary.

2. **PAYMENT FOR SERVICES.** PS Apt Inc. will pay compensation to ~~DB~~ & Associates LLC for the Services.

Payments will be made as follows:

Retainer at contract signing will be \$1650.

Payment will be \$1650 weekly.

3. **TERM/TERMINATION.** This Agreement is for 24 months. This Agreement may be terminated by either party upon 90 days prior notice to the other party.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that ~~DB~~ & Associates LLC is an independent contractor with respect to PS Apts. Inc., and not an employee of PS Apts. Inc. PS Apts. Inc. will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ~~DB~~ & Associates LLC.

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WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by ~~DB & Associates LLC~~ in connection with the Services shall be the exclusive property of PS Apts. Inc. Upon request, ~~DB & Associates LLC~~ shall sign all documents necessary to confirm or perfect the exclusive ownership of PS Apts. Inc. to the Work Product.

6. **CONFIDENTIALITY.** ~~DB & Associates LLC~~ will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ~~DB & Associates LLC~~, or divulge, disclose, or communicate in any manner any information that is proprietary to PS Apts. Inc. ~~DB & Associates LLC~~ will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Upon termination of this Agreement, ~~DB & Associates LLC~~ will return to PS Apts. Inc. all records, documentation and other items that were used, created or controlled by ~~DB & Associates LLC~~ during the term of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES.** ~~DB & Associates LLC~~ represents and warrants to PS Apts. Inc. that there is no employment contract or other contractual obligations to which ~~DB & Associates LLC~~ is subject, which prevents ~~DB & Associates LLC~~ from entering into this Agreement or from performing fully ~~DB & Associates LLC~~'s duties under this Agreement. ~~DB & Associates LLC~~ shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in PS Apts. Inc.'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ~~DB & Associates LLC~~ on similar projects.

8. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

9. **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 as 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.

10. **APPLICATION LAW.** This Agreement shall be governed by the laws of the state of Florida.

11. **SIGNATURES.** This Agreement will be signed on behalf of PS Apts. Inc. by Scott Rasbach, its President, and on behalf of ~~DB & Associates LLC~~ by David Blidy, as Owner.

PARTY CONTRACTING SERVICES:

Paradise Shores Apartments Inc.

By: Mike DeBrito

Date: 6-27-23

Scott Rasbach - President
Mike DeBrito VP

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~~DB & Associates LLC~~

By: David Blidy

Date: 6-27-23

David Blidy - Owner