

RESOLUTION NO. 06-03

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO CONTRACTS; APPROVING THE CONTRACT WITH JOHN L. ADAMS & CO., INC. TO PROVIDE GRANTWRITING SERVICES TO THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAID FIRM FOR THE ANNUAL AMOUNT OF \$25,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay has been extremely successful in securing governmental grants for village projects; and,

WHEREAS, the Village recognizes there are a myriad of private funding sources that provide funding assistance for projects that benefit the general public; and,

WHEREAS, the Village of Palmetto Bay has recently established the Palmetto Bay Foundation, a 501(c) 3 organization, thereby making the village eligible to apply for grants awarded by private foundations; and,

WHEREAS, in accordance with its procurement policy, the Village published a Request for Proposal (RFP) No. 2005-03, entitled "Foundation Grantwriting Services" to contract the services of a firm or individual to secure foundation grants for the Village; and,

WHEREAS, the Council through the adoption of Resolution No. 05-88, approved the selection of John L. Adams & Co., Inc. to provide grantwriting services and authorized Staff to begin negotiations with the firm, and

WHEREAS, John L. Adams & Co., Inc. has agreed to provide the required services for a total annual fee of \$25,000, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The contract with John L. Adams & Co., Inc., attached hereto as Exhibit A, is hereby approved for grant-writing services.

Section 2. The annual contract amount shall not exceed \$25,000.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 9th day of January, 2006.

Attest: 
Meighan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|------------------------------|------------|
| Council Member Ed Feller | <u>YES</u> |
| Council Member Paul Neidhart | <u>YES</u> |
| Council Member John Breder | <u>YES</u> |
| Vice Mayor Linda Robinson | <u>YES</u> |
| Mayor Eugene P. Flinn, Jr. | <u>YES</u> |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF
PALMETTO BAY AND JOHN L. ADAMS & COMPANY, INC.**

This agreement, entered into this _____ day of _____, 2006, is made by and between the Village of Palmetto Bay, Florida, a Florida municipal corporation, ("village"), located at 8950 Southwest 152 Street, Palmetto Bay, Florida 33157, and John L. Adams & Co, Inc., a Florida corporation ("consultant") located at 8925 SW 148 Street, Suite 110, Palmetto Bay, Florida 33176.

WITNESSETH:

WHEREAS, the village desires to undertake a broad grants acquisition program, and other related activities, in order to meet certain objectives in capital improvements, community programs, land purchase and development, economic development, education, planning, law enforcement, historic preservation, environmental protection, disaster mitigation, and other priorities of the Council and residents, and generally to enhance the public welfare in the Village; and

WHEREAS, the village is a municipal corporation which is intended to carry out most or all of the above activities directly and/or utilizing a newly formed 501(c)(3) not-for-profit charitable corporation, known as the Palmetto Bay Foundation, formed to help provide support for public activities and purposes, and to benefit the population at large; and

WHEREAS, the estimated cost of undertaking the proposed programs identified by the village as being important for these purposes generally exceeds revenues and resources currently available to the village; and

WHEREAS, the village has determined that it would be advantageous to the village to seek funding support from various private grant programs and agencies to supplement local resources and support received from state and federal agencies in order to accomplish needed projects and activities within the village, and

WHEREAS, the village desires to retain professional assistance to identify private grant programs for which the village and the Palmetto Bay Foundation, its new affiliated support organization, are eligible, and to apply for funding support thereunder; and

WHEREAS, the consultant has available professional personnel with the experience and capabilities necessary to provide this assistance in order to meet the needs of the village;

NOW THEREFORE, in consideration of the mutual promises given to each other, and the rights and responsibility imposed upon each of the parties hereto, and for other good and valuable considerations, the sufficiency and receipt of which is acknowledged, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT OF THE CONSULTANT

The village agrees to engage the consultant, and the consultant hereby agrees to perform the services hereinafter described.

SECTION 2. SCOPE OF SERVICES

2.1.1 The consultant shall undertake the following services in conjunction with projects determined by the village to be important for meeting the goals and objectives of the village, consistent with RFP No. 2005-03 ("Foundation Grant Writing Services").

1. The consultant shall review the structural documents (Articles, By-Laws, IRS 1023 form) for the village's Palmetto Bay Foundation, making suggestions as may be appropriate for modifications intended to enhance grant eligibility and related criteria.

2. The consultant, in conjunction with the village, shall develop a funding strategy by identifying a priority list of viable projects to be funded in accordance with the village's priorities, incorporated hereto as Attachment A. The consultant and the village shall review the priority list on a quarterly basis and make modifications as necessary.

3. The consultant shall identify various private funding sources, to include foundation grants, community support group programs, corporate support programs, and other such programs and make recommendations to the village, which are suitable for supporting village projects and priorities, and which appear to have a good expectation of success.

4. Upon identifying the appropriate funding sources to the village, the consultant with the approval of the village, shall implement their recommendations. To that extent, the consultant shall provide the following services to the village:

a. preparing, developing and processing grant applications for foundation proposal requests and related materials necessary to apply for funding assistance. The consultant shall complete at least five foundation grant applications within a twelve-month period commencing on the effective date of this Agreement.

b. preparing application documents, as well as correspondence and/or related items, which may be important for funding acquisition, for approval and signature by village

c. monitoring the progress of funding assistance applications once submitted to respective agencies

d. attending meetings, seminars and workshops relative to a potential funding application

e. when requested by the village, making presentations as required before funding organizations on behalf of the village

f. other related services or activities as may be requested by village and for which consultant has available the necessary expertise

2.1.2 The village agrees, in this regard, to assist the consultant in undertaking the above responsibilities by making available background information, materials and data as may be reasonably requested by the consultant for the purposes of achieving the goals of the village, as well as technical information from engineers and other professionals as may be required.

2.1.3 The consultant shall be compensated and receive compensation for charges and fees for the services according to the provisions of Section 6.

SECTION 3. COMMENCEMENT DATE AND TERM

3.1.1 The term shall commence upon the date of this Agreement and continue for a period of one (1) year, unless sooner terminated by either party as provided in Section 5 of this Agreement.

3.1.2 Upon mutual agreement of the parties, the initial one year term may be extended upon a month to month basis, for up to two (2) additional years.

SECTION 4. TERMS AND CONDITIONS

4.1.1 The consultant shall comply with all applicable laws, ordinances, and codes of State and local government in the performance of any work embraced by this Agreement.

4.1.2 All documents, reports, information, data, or other records, prepared or assembled by the consultant under this Agreement shall be deemed the property of the village and the village shall have all rights incident to this ownership. The consultant acknowledges that all documents prepared under this Agreement shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this Agreement and any extensions, all documents shall be delivered by the consultant to the village. The consultant shall have the right to retain copies of the documents at the consultant's expense.

4.1.3 Cost recovery: As permitted by the granting organization and/or funding source guidelines and rules, avenues for recovery of costs incurred in the grants acquisition and management process will be included in proposals drafted for village; examples of such costs are personnel time for village staff, architectural or engineering services, legal and accounting services,

planning, surveys, studies, grants consulting, and general administrative expenses associated with an individual project.

4.1.4 The consultant shall not represent other clients in matters adverse to the village, and shall make promptly known any conflicts or potential conflicts. If said conflicts cannot be resolved to the village's satisfaction, the village reserves the right to terminate this Agreement.

4.1.5 The consultant shall report to the Village Manager or assigned designee.

4.1.6 The consultant shall not utilize any subcontractors to perform the services stated herein without the express consent of the village.

4.1.7 Both parties agree to maintain high ethical standards in dealing with each other and with third parties.

SECTION 5. TERMINATION

This Agreement may be terminated for cause and/or convenience by either party, by providing written notification no less than thirty calendar days prior to the date of termination. In this event, the consultant shall be compensated and receive funds due in accordance with the terms identified in Section 6, and the village shall have no liability to the consultant for future profits or losses in the event of termination.

SECTION 6. COMPENSATION

6.1.1 Basic Fee: the village shall pay the consultant a quarterly retainer amount of \$6,250 to provide the services stated herein.

The retainer shall include:

1. all personnel costs
2. modest direct costs not to exceed \$100 per month for expenses associated with work performed in accordance with Section 2 of this Agreement, to include printing/binding, duplication, local travel, etc.

6.1.2 Additional costs: any costs not included in the basic fee as further defined in Section 6.1.1, including air fare, out-of-county travel, per diem, etc..., shall be considered additional costs. Any and all additional costs must be approved in advance by the village by written communication. The consultant shall be responsible for obtaining prior authorization from the village before incurring any additional costs. Failure to follow this procedure will result in nonpayment of the additional cost(s).

6.1.3 Monthly report: As a condition of payment, the consultant shall provide to the village a monthly report summarizing the activities of the corresponding period.

SECTION 7. ATTORNEY'S FEES:

Should it become necessary for either party to bring any legal action against the other to enforce any of the covenants, provisions or conditions of this Agreement, the non-prevailing party will pay all costs attendant thereto, including reasonable attorney's fee to the attorney representing the prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

VILLAGE OF PALMETTO BAY, FLORIDA

JOHN L. ADAMS & CO, INC.

Signed: _____

Signed: _____

Title :

Title: _____

Attest: _____

Attest: _____

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF
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ATTACHMENT A

List of Village's Priorities

1. Redevelopment of the six public parks in the Village, the total estimated cost for which is \$30 million
2. Improvements in street drainage
3. Redevelopment of the "Franjo Triangle" in accordance with the Southwest Palmetto Bay Charrette.
4. Establishment of a permanent Village Hall
5. Construction of a new library, for which a portion of the funding is presently expected to come from a bond issue
6. Establishment of a permanent endowment to provide a dedicated revenue source for selected recurring costs
7. Support for various cultural events