

RESOLUTION NO. 15 - 2290

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT FOR GRANT WRITING SERVICES WITH ANGIE BREWER AND ASSOCIATES, LC ATTACHED HERETO AS ATTACHMENT "A" TO APPLY FOR GRANTS ON BEHALF OF THE TOWN PER THE REQUEST FOR PROPOSAL NO. 2014-009 (THE "RFP NO. 2014-009"); PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2015, the Town Commission adopted Resolution No. 15-2283, and authorized the Town Manager to enter into an agreement with Angie Brewer & Associates, LC as the most responsible and responsive bidder to provide grant writing services as outlined in the RFP No. 2014-009.

WHEREAS, Angie Brewer & Associates, LC has agreed to enter into an Agreement attached hereto as Attachment "A" with the Town to apply for grant on behalf of the Town as outlined in the RFP No. 2014-009; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Attachment "A" with Angie Brewer & Associates, LC for grant writing services as set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval and Authorization. The Agreement, attached hereto as Attachment "A" between the Town and Angie Brewer & Associates, LC is hereby approved. The Town Manager and/or his designee is hereby authorized to execute the Agreement on behalf of the Town.

Section 3. Implementation and Authorization. The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of April, 2015.

Motion by Commissioner Karukin,

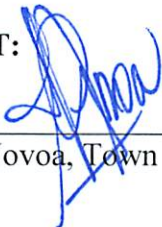
Second by Mayor Dietch.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Eli Tourgeman	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

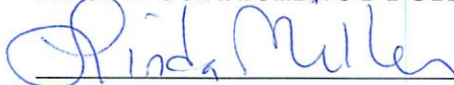


Daniel Dietch, Mayor

ATTEST: 

Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

AGREEMENT FOR GRANT WRITING SERVICES

THIS AGREEMENT FOR GRANT WRITING SERVICES, made and entered into this ____ day of _____, 2015 by and between the **TOWN OF SURFSIDE, FLORIDA**, a municipal corporation, hereinafter referred to as "TOWN," and **ANGIE BREWER & ASSOCIATES, LC**, a Florida limited liability company, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, TOWN issued a Request for Proposal on October 28, 2014 seeking a consultant to provide services necessary for the planning, soliciting, documentation, monitoring and other related work pertaining the administration of federal, state or other sources of grant writing assistance on an as-needed basis pursuant to Request for Proposal ("RFP") No. 2014-009; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which resulted in awarding the grant writing bid to Angie Brewer and Associates by TOWN to provide TOWN with said services pursuant to Resolution No. 15-2283; and

WHEREAS, the Town Manager is authorized to administratively approve and execute this Agreement on behalf of TOWN; and

WHEREAS, TOWN and CONTRACTOR desire to enter into this Agreement for Grant Writing Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide services necessary for the planning, soliciting, documentation, monitoring and other related work pertaining to the administration of federal, state or other sources of grants on an as-needed basis.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. **Definitions:** The following terms shall have the meanings herein ascribed to them:

- A. Town Manager shall mean the Town Manager of the Town of Surfside, Florida, or his designee.

- B. Project shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services shall include all necessary labor, materials, equipment, tools, consumables, transportation, skills and incidentals required to provide the services necessary for the planning, soliciting, documentation, monitoring and other related work pertaining to the administration of federal, state or other sources of grants on an as-needed basis. A more specific description of the Project Scope of Services is set forth within Exhibit A, a copy of which is attached hereto and incorporated by reference herein. Exhibit A describes the specific services to be provided by CONTRACTOR. CONTRACTOR shall have properly trained personnel to

accomplish a quality provision of the Project Scope of Services to the satisfaction of the Town Manager. CONTRACTOR shall provide the Scope of Services in strict conformance with Request for Proposal RFP NO. 2014-009, a copy of which is on file in the Office of the Town Clerk of TOWN and is deemed incorporated by reference into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Request for Proposal NO. 2014-009. In the event of any conflict between the terms set forth in the main body of this Agreement and Request for Proposal RFP NO. 2014-009, the terms and conditions set forth in the main body of this Agreement shall control.

2. **Scope of Services:** CONTRACTOR shall provide the Project Scope of Services pursuant to Exhibit A, in writing, in advance, by the Town Manager. There is no minimum amount of Project Scope of Services guaranteed by this Agreement. The Town Manager shall cause a purchase order to be prepared which identifies the specific Project Scope of Services desired by TOWN and to be provided by CONTRACTOR. The purchase order shall include the specific Scope of Services and shall set forth a schedule upon which said services shall be provided by CONTRACTOR. The Town Manager shall determine the quantity of Project Scope of Services to be provided CONTRACTOR.
3. **Payment:** The fee structure is based on per assignment/by task completion based only on the work required. The fee will be a lump sum and will never be a percentage of the grant award. The TOWN only commits to the professional service fees for the grant funding opportunities the TOWN decides to pursue. TOWN shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full, complete invoice to the satisfaction of the Town Manager. CONTRACTOR shall provide invoices to TOWN no more often than monthly with regard to the project scope of services.
4. **Term:** The term of this Agreement shall commence on April 14, 2015 and shall remain in effect until terminated.
5. **Termination Without Default:** The Town Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, TOWN shall be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall TOWN be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract.
6. **Assignment:** CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.
7. **Compliance with Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance.

CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami-Dade County, Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

8. **Disclaimer of Joint Venture:** CONTRACTOR and TOWN warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between TOWN and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of TOWN. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of TOWN.
9. **Right of Inspection:** The Town Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.
10. **Remedies - Cumulative:** All remedies hereinbefore and hereinafter conferred to TOWN shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.
11. **Waiver:** The failure of TOWN to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by TOWN.
12. **Entire Agreement:** This Agreement, including Request for Proposal RFP NO. 2014-009 on file at the Office of the Town Clerk of TOWN shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by TOWN and CONTRACTOR.
13. **Attorney's Fees:** Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.
14. **Public Entity Crimes:** Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Director of TOWN, as required by §287.133, Florida Statutes (2012).

15. **Notices:** Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

Town of Surfside
Guillermo Olmedillo, Town Manager
9293 Harding Avenue
Surfside, Florida 33154

Angie Brewer & Associates, LC
Attention: Angela R. Brewer, Manager
9104 58th Drive East
Bradenton, Florida 34202

TOWN OF SURFSIDE, FLORIDA

By: _____
Guillermo Olmedillo, Town Manager

Date: _____

ANGIE BREWER & ASSOCIATES, LC

By: _____
Angela R. Brewer, Manager

Date: _____

Project Scope of Services: Exhibit A

I. Purpose

The intent of this agreement is for the qualified VENDOR to apply for grants on behalf of the TOWN which address documented needs associated with service delivery and necessary capital infrastructure improvements; environmental or “Green” initiatives; technology; recreation; community development/redevelopment and capital assets. In addition, the VENDOR will apply for grants which not only are consistent with identified TOWN needs but those grants which can be properly and efficiently administered by staff taking into account existing duties and responsibilities. A goal of the TOWN’s Grant Program is to secure funding for services and projects which the TOWN otherwise would be required to utilize local tax dollars alone.

II. Scope of Services

A. Planning and Application Development

1. Review of Project Conception and Design.
2. Review Budget for Grant Eligibility Items.
3. Provide Cost Benefit Analysis on Grant Funding Source.
4. Assist in Negotiation and Review of Funding Agreements.
5. Continually monitor available funding sources and grant programs for applicability to Town of Surfside programs. Make recommendations to Town of Surfside for pursuit of funds.

B. Agency Reporting and Request for Funds

1. Accumulate Data for Calculation of Request for Funds.
2. Prepare Documentation Required to Support Request for Funds.
3. Prepare Final Request Forms and Packages.
4. Review Detail Data of Grant Funds Available for Amendments.
5. Monitor Funds Requested and Cash Flow Management for Grant Compliance.

C. Pre-Construction Requirement

1. Prepare Submittal of Documentation to Funding Source for Contract Award.
2. Assist in Providing Information to Bidders on Grant Requirements.

3. Provide Technical Assistance during Bidding in Accordance with Agency Requirements.
- D. Contractor Processing, Payment and Reporting
1. Assist in Review of Pay Estimates, Including Stored Material Invoices.
 2. Cost Identification and Data Entry for Grant Eligibility.
- E. Monitoring for Compliance
1. Review Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) Reports to Determine Actual Level of Participation and Contract Changes.
 2. Provide Assistance in MBE/WBE Changes.
 3. Assist in Coordination of Davis-Bacon Monitoring and all applicable regulatory requirements (as necessary).
 4. Monitor Grants Agreement Requirements.
- F. Program Coordination
1. Participate in program coordination meetings.
 2. Review draft change orders for eligibility
 3. Coordinate submittals to funding source of change orders and documentation.
 4. Assist in contract and project closeout.
 5. Assist with preparation of documentation for audit of project/program.