

RESOLUTION NO. 2023- 2977

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 24, 2021, the Town of Surfside (the "Town") entered into a Professional Services Agreement (the "Agreement") with In Alignment Consulting, LLC (the "Consultant") for grant administration and consulting services (the "Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, the Town has renewed the Agreement for an additional one (1) year term; and

WHEREAS, the Town desires to amend the Scope of Services to add additional duties, including contract administration support and related project management services (the "Additional Services"), in an amount not to exceed \$75,000 per year; and

WHEREAS, the Town Commission desires to authorize the Town Manager to enter into a First Amendment to the Agreement (the "First Amendment"), in substantially the form attached hereto as Exhibit "A," to provide the Additional Services in an amount not to exceed \$75,000 per year; and

WHEREAS, the Town Commission finds that the First Amendment is in the best interest and welfare of the Town and wishes to approve the same in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The First Amendment between the Town and Consultant, in substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the First Amendment in an amount not to exceed \$75,000 annually on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the First Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 14th day of March, 2023.

Motion By: Vice Mayor Rose

Second By: Commissioner Landsman

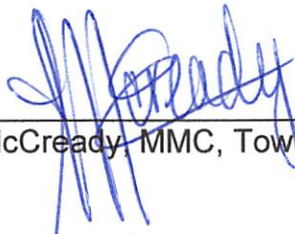
Commissioner Fred Landsman
Commissioner Marianne Meisheid
Commissioner Nelly Velasquez
Vice Mayor Jeffrey Rose
Mayor Shlomo Danzinger

YES
YES
YES
YES
YES



Shlomo Danzinger, Mayor

ATTEST:



Sandra McCreedy, MMC, Town Clerk

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



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
IN ALIGNMENT CONSULTING, LLC

FOR

THE PROVISION OF GRANTS PRE-AWARD AND POST-AWARD CONSULTING SERVICES FOR THE SCOPE OF SERVICES RELATED TO GRANT FUNDING NEEDS ANALYSIS, RESEARCH, WRITING, AND ADMINISTRATION

THIS FIRST AMENDMENT TO THE AGREEMENT ("First Amendment") is entered into as of this ____ of _____, 2023, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the "Town"), and **IN ALIGNMENT CONSULTING, LLC**, a Florida limited liability company (the "Consultant").

WHEREAS, on March 24, 2021, the Town entered into a Professional Services Agreement (the "Agreement") with the "Consultant for grant administration and consulting services (the "Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, the Agreement is currently in the second year of the term and will be renewed by the Town for an additional one-year term; and

WHEREAS, the Town requires additional Services including contract administration support and related project management services (the "Additional Services"), in an amount not to exceed \$75,000 per year; and

WHEREAS, the Town wishes to enter into a First Amendment to the Agreement to amend the Agreement's Scope of Services in order to provide the Additional Services at a cost not to exceed \$75,000 per year, as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: ¹

1. **Recitals Adopted**. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Scope of Services**. Exhibit "A", "Scope of Services," of the Agreement is hereby amended and replaced with Exhibit "A" hereto.
3. **Compensation**. Section 4, "Fee," of the Agreement is hereby amended as follows:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

4.1 AMOUNT OF PAYMENT

In consideration of the Services to be provided, Consultant shall be compensated at a billable rate following the mutually negotiated hourly rates as provided below:

Funding Needs Analysis	\$60.00 per hour
Grant Research and Funder Communications	\$50.00 per hour
Grant Application/Presentation Development/Writing	\$75.00 per hour
Grant Documentation Review/Editing	\$50.00 per hour
Grant Post-Award Administration	\$75.00 per hour
In-Person/Online Meetings/Presentations Attendance	\$100.00 per hour

The Town will direct the Consultant to conduct specific grant tasks in accordance with the fee schedule provided above. The Consultant will assess the task workload and provide the estimated amount of billable hours required to complete each task. The Town will provide approval to the Consultant in writing to proceed with the work once the estimate has been reviewed. The Consultant will not exceed the amount approved for billable hours without written permission by the Town to exceed the original approved amount. Notwithstanding the foregoing, Fees in any one Fiscal Year of the Town, commencing on the Effective Date of this First Amendment, shall not exceed ~~\$24,000~~ \$75,000, with each authorization to expend per task or monthly issued by Town Purchasing Order.

- 4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

- 5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Hector Gomez, Acting Town Manager

Date Executed: _____

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

IN ALIGNMENT CONSULTING LLC, a Florida limited liability company

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

EXHIBIT A

SCOPE OF SERVICES

The Consultant will provide the following services to the Town:

1. **Funding Needs Analysis** – The Consultant will work with Town staff to facilitate meetings with Town departments to assess the validity of currently funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.
2. **Grant Funding Research** – Conduct research to identify grant resources including, but not limited to, Federal, State, County, Foundation, and other Agencies/Organizations that support the Town’s funding needs and priorities emphasizing grants, which require no “matching” funds and grant opportunities identified by the Town.
3. **Grant Proposal Development** – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the Town, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the Town.
4. **Grant Post-Award Administration** – Provide post-award grants administration services to include, but not limited to, grant compliance guidance, grant agreement review and feedback to the Town, grant project management support, grant and contract administration and management support, related project management services, and amendment/extension requests to the funders.

Other Professional Services – as required, including, but not limited to: providing representation on behalf of the Town on State, County and Federal grants awarded to communicate with grant program officers and related parties, as well as preparing presentations for funders and Town staff and participating and/or leading such meetings, training and required events.

All services listed above will be requested by the Town on a task by task request and the Consultant will provide an estimate of billable hours to the Town contact lead who will be responsible for approving the grant tasks and related invoices for payment.

The Consultant will provide the Town Manager quarterly summaries of grants the Town has applied for with the grant writer’s assistance and the outcome of each grant request. Reports will be issued via email to the Town Manager commencing on or before July 15, 2021, October 15, 2021, January 15, 2022 and April 15, 2022 (if Agreement is renewed).