

CITY OF KEY WEST

AGREEMENT TO FURNISH

GRANT WRITING

SERVICES

TO THE

CITY OF KEY WEST

February 2016

Agreement to Furnish Grant Writing Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and Mary Casanova, whose address is 1300 15th Court, Lot #4, Key West, FL 33040, and Angie Brewer & Associates, LC, a Florida limited liability company, whose address is 9104 58th Drive East, Bradenton, FL 34202, hereafter referred to as the "CONSULTANTS". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CITY engages CONSULTANTS to perform those Services enumerated below and as described in CITY'S Request for Proposals #16-003, which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A", and CONSULTANTS' Proposal dated December 7, 2015, which is attached hereto, incorporated by reference, and more particularly described as Exhibit "B". The CONSULTANTS' primary responsibilities include, but are not limited to the following:

- 1.1 The CONSULTANTS through interviews of the Mayor, Commissioners and responsible department representatives, shall gather information that will easily allow the individual/firm to grasp the concept of a project or program for which funding is sought as defined by the person sponsoring the project or program or the person responsible for carrying it out.
- 1.2 The CONSULTANTS shall identify grant sources for the project or program.
- 1.3 The CONSULTANTS shall acquire and maintain sound knowledge and understanding of the organization, and use that knowledge and understanding to better comprehend all projects and programs for which grants will be sought and to recommend the seeking of grants.
- 1.4 The CONSULTANTS shall compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
- 1.5 The CONSULTANTS shall review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-making organizations.
- 1.6 The CONSULTANTS shall keep in contact with grant-making organizations during their review of a submitted grant application in order to be able to supply additional supportive material, if required.
- 1.7 The CONSULTANTS shall demonstrate experience in successfully and collaboratively working in environments where grant writer and grant administration

skills are separate. Grant administration services are performed internal to the organization.

- 1.8 The CONSULTANTS shall submit not later than the 10th of the month to the City Manager a detailed report of all grant opportunities identified, applications started and applications submitted by CONSULTANTS the preceding month.
- 1.9 The CONSULTANTS may be requested by the City Commission to periodically appear before the Commission to report on general and/or specific grant activity.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANTS fees as defined as follows:

- 2.1 Lump sum payment in the total, not-to-exceed, fixed amount of \$62,400.00 annually paid monthly at \$5,200.00 in Year 1; \$64,896.00 annually paid monthly at \$5,408.00 in Year 2; if the one year option to extend is exercised, \$67,491.84 paid monthly at \$5,624.32 in Year 3 (each annual amount includes a 4% increase), which includes compensation for all tasks identified in the CONSULTANTS' proposal (Exhibit "B"), including but not limited to CONSULTANTS' travel costs (meals and lodging), transportation, fringe benefits, clerical support, salaries, general overhead costs, direct expenses, profit and all other out-of-pocket expenses.
- 2.2 The CITY agrees to remit payment to the CONSULTANTS by the 10th day of the following month after receipt of invoice. The fee is inclusive of travel to and from the City of Key West and grant application production cost.
- 2.3 All fees shall be addressed to: City of Key West, City Manager's Office, P.O. Box 1409, Key West, Florida 33041

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONSULTANTS for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the CONSULTANTS

4.1. General

The CONSULTANTS will serve as CITY'S professional representative under this AGREEMENT, providing professional grant writing services and furnish customary services incidental thereto.

4.2. Standard of Care

The standard of care applicable to CONSULTANTS' services will be the degree of skill and diligence normally employed by grant writers and other related CONSULTANTS performing the same or similar services at the time said services are performed. The CONSULTANTS will perform any services not meeting this standard without additional compensation.

4.3. CONSULTANTS' Insurance

A. The CONSULTANTS will maintain throughout this AGREEMENT the insurance requirements found in CITY'S Request for Proposals #16-003 (Exhibit "A") of this AGREEMENT.

B. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the CONSULTANTS shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the CONSULTANTS to furnish, deliver, and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONSULTANTS to take out and/or maintain any required insurance shall not relieve the CONSULTANTS from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANTS concerning indemnification.

4.4 Subconsultants

The CONSULTANTS may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

4.5 Licenses

The CONSULTANTS will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt.

Article 5. Obligations of the City

5.1. Authorization to Proceed

Authorization to proceed will be considered to be given upon execution of this Agreement by CITY.

5.2 City-Furnished Data

The CITY will provide to the CONSULTANTS in a timely and accurate manner all data, in the CITY'S possession, necessary for the CONSULTANTS to execute those scope of services stated under Article 1.

5.3. Prompt Notice

The CITY will give prompt written notice to CONSULTANTS whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANTS' services, or any defect in the work of the CONSULTANTS.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the agreement shall be two (2) years commencing from the date this Agreement was entered into, with an option by the City to extend the agreement on an optional basis for one (1) year under the same terms and conditions for a total of three years upon mutual agreement of the parties.

6.2. Reuse of Project Document; Public Records

A. Reports, documents and other deliverables of the CONSULTANTS, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents provided to the City are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANTS will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

B. CONSULTANTS has reviewed Florida Statute section 119.07 and is otherwise knowledgeable of Florida's broad public records laws. CONSULTANTS understands and agrees that all records made in connection with the services provided under or related to this agreement are public records as defined by Florida Statute section 119.011(11). Such records must be maintained and made available by the CONSULTANTS in accordance with the public records law provisions.

6.3 Ownership of Work Product and Inventions

All of the work product of CONSULTANTS in executing a grant opportunity under this AGREEMENT shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

6.4 Force Majeure

A. The CONSULTANTS is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANTS.

B. In the event of a delay that results in additional costs to the CONSULTANTS, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANTS. No further work

will be performed by CONSULTANTS upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West.

- B. On termination, the CONSULTANTS will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Third Party Beneficiaries

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANTS and has no third party beneficiaries. CONSULTANTS' services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the AGREEMENT.
- B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANTS. Any unauthorized assignment of related work product shall be void and unenforceable.

6.7 Indemnification

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by INDIVIDUAL/FIRM or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the INDIVIDUAL/FIRM or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by INDIVIDUAL/FIRM for Professional Acts. INDIVIDUAL/FIRM hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of INDIVIDUAL/FIRM'S negligent acts, errors or omissions, or intentional acts in the performance of INDIVIDUAL/FIRM'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and INDIVIDUAL/FIRM, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the INDIVIDUAL/FIRM under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

6.8 Limitation of Liability

- A. CONSULTANTS' services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONSULTANTS' liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANTS' officers, affiliated corporations, employees, and subcontractors.

6.9 Assignment

CONSULTANTS shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.10 Jurisdiction and Venue

The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any such action shall be in the state court located in Key West, Monroe County, Florida.

6.11 Severability and Survival

- A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.12 Dispute Resolution

- A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.
- B. Unless otherwise agreed in writing, the CONSULTANTS shall continue the Work and maintain the approved schedules during any dispute resolution or

legal proceedings. If the CONSULTANTS continues to perform, CITY shall continue to make payments in accordance with this Agreement.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Exhibits, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

Attest:

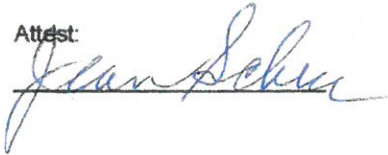
THE CITY OF KEY WEST

By: _____

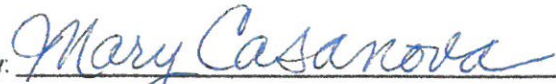
Jim Scholl, City Manager

Date: _____

Attest:



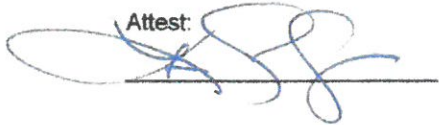
For the CONSULTANTS

By: 

Mary Casanova

Date: 2/24/2016

Attest:



For the CONSULTANTS

By: 

Angie Brewer & Associates, LC

Mark A. Brewer, Manager

Date: 2/24/2016

See Attached:

Exhibit A – RFP #16-003

Exhibit B – CONSULTANTS' Proposal