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# V I L L A G E   O F   K E Y   B I S C A Y N E

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## Office of the Village Manager

### *Village Council*

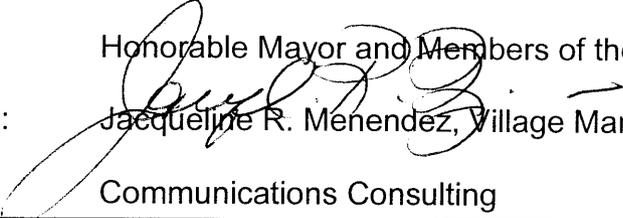
Robert Oldakowski, *Mayor*  
Robert L. Vernon, *Vice Mayor*  
Enrique Garcia  
Steve Liedman  
Jorge E. Mendia  
Thomas Thornton  
Patricia Weinman

October 17, 2006

### MEMORANDUM

### *Village Manager*

Jacqueline R. Menendez

TO: Honorable Mayor and Members of the Village Council  
FROM:  Jacqueline R. Menendez, Village Manager  
RE: Communications Consulting

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### RECOMMENDATION

It is recommended that the Village Council approve the Agreement between Henny Groschel-Becker and the Village for Communications Consulting.

### BACKGROUND

On November 11<sup>th</sup>, 2005, the Village of Key Biscayne entered into agreement with Henny Groschel-Becker for communications consulting. Her contract was for \$56,000. In this time, Ms. Groschel-Becker has worked with the Village's IT Department in updating the Village website. She was instrumental in preparing the Village's Request for Proposal and negotiating the contract for Website Services. She has prepared several information pieces for Village meetings, workshops and construction projects.

Ms. Groschel-Becker will continue to work closely with the departments in maintaining their web pages updated. She will also work on communication pieces for the Village as they arise.

Funding for this agreement will be taken from the Website/Communications line item in all departments. The cost of this agreement will not exceed \$45,500 a year.

**RESOLUTION NO. 2006-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND HENNY GROSCHEL-BECKER FOR COMMUNICATION CONSULTING SERVICES; AUTHORIZING VILLAGE MANAGER TO EXECUTE AND IMPLEMENT THE AGREEMENT; PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, the Village Council finds, upon recommendation of the Village Manager, that it is in the best interest of the Village to utilize the services of Henny Groschel-Becker (the "Consultant"), for professional communication consulting services; and

WHEREAS, the Village Council finds that approval of the Agreement between the Village and Consultant is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recital Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the Professional Services Agreement, in substantially the form attached hereto, is hereby approved, and the Village Manager is authorized to execute the Agreement, on behalf of the Village, once approved as to form and legal sufficiency by the Village Attorney.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take any action which is necessary to implement the Agreement and this resolution.

**Section 4. Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR ROBERT OLDAKOWSKI

ATTEST:

\_\_\_\_\_  
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
VILLAGE ATTORNEY

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**VILLAGE OF KEY BISCAYNE  
AGREEMENT FOR  
SERVICES**

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Village of Key Biscayne, Dade County, Florida, party of the first (Hereinafter called "Village"), and Henny Gröschel-Becker, Ph.D., party of the second part (Hereinafter called "CONSULTANT");

**RECITALS**

The VILLAGE wants to engage the CONSULTANT to perform certain professional services as described in accordance with paragraph 1, scope of services to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The CONSULTANT agrees to perform the Specified Services upon request from the Village Manager, in CONSULTANTS Proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein as Exhibit "A".

2. FEES FOR SERVICES

The CONSULTANT agrees to charge the VILLAGE for performance of the Specified Services provided in accordance in "Exhibit A" in an amount not to exceed Forty-Five Thousand five Hundred Dollars (\$45,500), as detailed in the Proposal.

3. TERM

The term of this agreement is from October 1, 2006 to September 30, 2007 unless terminated pursuant to paragraph 7 or extended pursuant to paragraph 9.

4. GENERAL TERMS AND CONDITIONS

The VILLAGE reserves the right to amend the scope of services with appropriate adjustments to the contract price.

5. ASSIGNMENT

This Agreement shall not be assignable by the CONSULTANT.

6. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT, warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

7. TERMINATION

This Agreement may be terminated by the VILLAGE upon ten days' written notice with or without cause and may be terminated by the CONSULTANT upon ten days' written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of Paragraph 2 of this contract for all acceptable work performed up to the date of termination.

8. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. ENTIRE AGREEMENT

The parties hereby agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for Village hereunder.

10. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

11. ATTORNEY'S FEES

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

12. NOTICES

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village: Jacqueline R. Menendez  
Village Manager  
88 West McIntyre Street  
Key Biscayne, Florida 33149

With a copy to: Village Attorney  
Weiss Serota & Helfman  
Pastoriza Cole & Boniske P.A.  
2665 South Bayshore Drive  
Suite 420  
Miami, Florida 33133

CONSULTANT: Henny Gröschel-Becker  
290 West Mashta Drive  
Key Biscayne, FL 33149

13. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

Henny Gröschel-Becker  
290 West Mashta Drive  
Key Biscayne, FL 33149

VILLAGE:

Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

By: \_\_\_\_\_

\_\_\_\_\_  
Name

By:

\_\_\_\_\_  
Jacqueline R. Menendez  
Village Manager

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
Village Clerk



Henny Gröschel-Becker, Ph.D.  
290 West Mashta Drive  
Key Biscayne, FL 33149  
786-348-3592  
island\_style\_kb@bellsouth.net

## REVISED COMMUNICATIONS CONSULTING PROPOSAL FOR FY 2007

Prepared for Village of Key Biscayne Manager J. Menendez  
September 4, 2006

Thank you for asking me to submit a proposal for FY 2007. I look forward to working on existing Village projects with staff and consultants, and exploring new opportunities.

Redesign of the Village of Key Biscayne website, the main project in my FY 2006 contract, was completed with the launch of the new site in March 2006. Working with Mike Fleming and staff from all departments was productive and enjoyable. The result is an exciting new web layout that captures the Village's island environment and offers relevant, up-to-date content to residents, property and business owners, visitors and Village employees. Reviews from users have been very positive. The challenge now is to refresh the content and improve the site's capabilities so that it remains an efficient, viable government communications tool.

### Scope of Work

My FY 2007 scope of work includes many tasks specified in our FY 2006 Agreement for Services signed November 11, 2005. I foresee working an average of 14 hours/week but will, as in previous contracts, adjust my hours as needed to meet time-critical project deadlines.

1. Interact with Village staff and Accrisoft Corp. to ensure smooth, consistent operation of the Village website.
2. Review content for grammar and accuracy before posting to Village website.
3. Ensure delivery of content from Village Departments and assist Village staff with development of content as needed.
4. Improve and refresh content and appearance of Village website as needed.
5. Update online version of the Village's "Active Islander" publication, mailed quarterly to all Village residents, in a timely manner once content is received.
6. Work with Village Department heads to provide the public with regular updates on the status of ongoing, upcoming or planned Village projects.
7. Work with Village staff to prepare print and online informational and "how to" brochures, guidelines, forms and supporting documentation for Village residents.

8. Prepare publicity materials for Village meetings, workshops, public forums, events, and elections as requested by the Village Manager and Village Clerk.
9. Provide research, technical and communication support to Village Department heads and staff for internal projects, committees or department ratings/accreditations (i.e., NFIP CRS re-evaluation; ISO Building department rating).
10. Ensure website performance by communicating with Accrisoft Corp. via telephone support and online support; train on software upgrades as they become available.
11. Coordinate release of Village press clips, news alerts, and informational articles online, to local public access cable TV and print media as directed by the Village Manager.
12. Explore new opportunities for programming for Channel 16 and Channel 17.
13. Act as intergovernmental Village liaison on environmental and other issues as requested by the Village Manager.

### Project Overview

In addition to acting as Project Manager for the Village website redesign, I worked on these projects in FY 2006 in collaboration with Village staff. The majority of the work is ongoing.

- Regular website updates (news, events, Council meeting agendas and minutes, Department information pages, Committee pages, Document Center)
- Council Meeting agendas and minutes; public notices; ordinances; elections; mailers; print media advertisements (Clerk, Village Manager)
- Village Committee agendas and minutes (Building, Zoning & Planning (BZP); Parks & Recreation (P&R))
- Public safety, education, and outreach information (Police, Fire Rescue)
- Hurricane and flood preparedness (Fire Rescue, BZP, Public Works (PW))
- Capital Projects Status Report (PW, BZP, P&R, Finance)
- Crandon Boulevard Master Plan Project – Phase 2 (BZP, PW, Police)
- 2020 Vision Plan (BZP)
- Village Master Plan Evaluation and Appraisal Report (BZP)
- Seasonal revision of online Active Islander quality of life publication (3 times per year; P&R)
- Updates on KBAC sports, special events, facilities (P&R)
- ISO Building Effectiveness rating re-evaluation (BZP); NFIP Community Rating System re-evaluation (PW, BZP)
- Staff training on basic webpage editing (All departments),

These Projects/Events/Issues, among others, will require attention in FY 2007:

- Sanitary Sewer Installation/Water Pipe Replacement Project (majority of public relations work likely to be funded by project)
- 2006 Village Council Elections
- Crandon Boulevard Master Plan Implementation – Phase 3
- 2020 Vision Plan project planning and implementation (including park land, playing fields, Virginia Key, access to commercial district from Fernwood, financing)
- 530 Crandon Boulevard – Potential Use Workshop
- Environment: Beach health and maintenance, Village-wide landscape plan
- Key Biscayne Youth Council website upgrades (Councilmember Weinman)
- Channel 17 Programming/Publicity (Councilmember Weinman)

Cost Estimate for a One-Year Contract for FY 2007

My hourly consulting rates are:

1-10 hrs/week:	\$75.00/hr
11-20 hrs/week:	\$65.00/hr
21-30 hrs/week:	\$60.00/hr
31+ hrs/week:	\$55.00/hr

The proposed cost of my services for FY 2007 is as follows:

**14 hours/week at \$65.00/hr (for 50 weeks):** **\$45,500.00**