



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

Office of the Village Manager

Village Council

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

DT: November 2, 2007

TO: Honorable Mayor and Members of the Village Council

Village Manager
Genaro "Chip" Iglesias

**FR: Genaro "Chip" Iglesias
Village Manager**

**RE: Resolution Approving Professional Services Contract with
Henny Gröschel-Becker, Ph.D.**

RECOMMENDATION

It is recommended that the Village Council consider the adoption of the accompanying resolution authorizing the Village Manager to enter into the attached professional services contract with Henny Gröschel-Becker to continue to provide website, communication and related services.

BACKGROUND

Ms. Gröschel-Becker has previously served the Village in the same capacity. This contract will grant Ms. Gröschel-Becker a slight increase in her hourly rate and allow the Village to continue to obtain the services which she has provided in previous years, subject to specific written work authorizations under the control of the Village Manager.

Funding for this agreement will be taken from the Website/Communications line item in all departments. The cost of this agreement will not exceed \$60,480.

cc: Stephen J. Helfman, Village Attorney
David M. Wolpin, Village Attorney

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RESOLUTION NO. 2007 -

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING THE AGREEMENT FOR PROFESSIONAL COMMUNICATIONS AND RELATED SERVICES BETWEEN HENNY GRÖSCHEL-BECKER, PH.D. AND THE VILLAGE OF KEY BISCAYNE CONCERNING WEBSITE DEVELOPMENT, COMMUNICATION AND RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Key Biscayne desires to continue to utilize the professional services of Henny Gröschel-Becker, Pd.D. ("Consultant"), to continue to maintain the Village's website and other communications and related services; and

WHEREAS, upon the advice of the Village Attorney, the Village Council finds that the proposed communication and related services constitute professional services which are exempt from competitive bidding pursuant to Section 2-87(2) of the Village Code; and

WHEREAS, the Village Council finds that, in any event, the Village's desire to maintain the consistent level of expertise and reliability which Consultant has demonstrated makes it impractical to apply the competitive bidding procedures of the Village Code, and that pursuant to Section 2-85 of the Village Code, the Village Council is authorized to waive the competitive bidding procedures of the Village Code upon such basis, and does hereby grant and approve said waiver; and

WHEREAS, the Village Council finds that the approval of the Agreement for Professional Services between Consultant and the Village (the "Agreement") is in the best interest of the Village.

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

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

Section 2. Authorization. That the Agreement is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Consultant and the Village, in substantially the form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

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

PASSED AND ADOPTED this _____ day of November, 2007.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on the _____ day of _____, 2007 by and between the Village of Key Biscayne, Miami- Dade County, Florida, party of the first (the "Village"), and Henny Gröschel-Becker, Ph.D., party of the second part (the "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 only upon written request from the Village Manager.
- B. The Specified Services are described in the CONSULTANTS Proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein as Exhibit "A". The Village Manager shall approve and assign specific work tasks and applicable fees, prior to CONSULTANT commencing any work, through a written work authorization.
- C. All Specified Services performed by CONSULTANT shall be done and performed by CONSULTANT solely as an independent contractor of the Village, and CONSULTANT shall not be an employee of the Village. CONSULTANT shall control the means and methods of her performance.

2. FEES FOR SERVICES

The CONSULTANT agrees to charge the VILLAGE for performance of the Specified Services provided in accordance with "Exhibit A" in an amount not to exceed a total of sixty thousand four hundred eighty dollars (\$60,480) Dollars, as detailed in the Proposal, subject to the work authorization requirement provided by Section (1) (B) above. Fees shall be paid pursuant to monthly invoices.

3. TERM

The term of this Agreement is from October 1, 2007 to September 30, 2008, 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 Specified 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: Genaro " Chip" Inglesias
Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske P.L.
2525 Ponce De Leon Blvd.
Suite 700
Coral Gables, Florida 33134

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. The parties hereby waive any right to trial by jury in any litigation between the parties which arises out of or relates to this Agreement.

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

By: _____
Name

VILLAGE:

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

By: _____
Genaro " Chip" Inglesias
Village Manager

Attest: _____

Village Clerk

Approved as to Form and Legal Sufficiency
For the Use and Reliance of the Village Only:

Village Attorney

ISLAND
style



CONSULTING
PROPOSAL

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

CONSULTING PROPOSAL FOR FY 2008 (REVISION 2)

Prepared for Village of Key Biscayne Manager G. Iglesias
September 11, 2007

Scope of Work

My FY 2008 scope of work includes tasks specified in my FY 2007 Agreement for Services with the Village signed November 17, 2006. Many involve the Village website (consisting of the Main site and the separate but linked PR site). The overarching goal is to maintain the sites as efficient, viable government communications tools via up-to-date content revisions and utilization of the site's software capabilities.

The Water Pipe/Sewer/Reuse (WSR) project and other new projects initiated since I submitted the first version of this proposal on June 8, 2007 require increasing amounts of my time. In order to fulfill these and pre-existing duties in the future, I am requesting 18 consulting hours per week for FY 2008. I will be on site at the Village at least two days a week, and also will work from home and from remote sites as needed. As in previous contracts (FY 2006 and FY 2007), I can adjust my weekly hours as needed to meet time-critical project deadlines.

Website: The website serves a broad audience of locals and non-islanders (residents, business owners, property owners, organizations, Village staff, employees, contractors, vendors, visitors, tourists, etc.). Please note that the Village website designed in 2005-2006 actually is two sites: the "Main" site accessed at www.keybiscayne.fl.gov, and the "PR" site (The Active Islander/ Community Center/Parks & Recreation content) at www.keybiscayne.fl.gov/pr. My FY 2008 duties therefore involve maintaining two sites and often cross-posting content as follows.

1. Interact with Village staff and Accrisoft Corporation to ensure smooth, consistent operation of the Village website.
2. Improve and refresh content and appearance of Village website as needed.
3. Review content for grammar and accuracy before posting to Village website.
4. Ensure content delivery from Village Departments and develop content as needed (Ex.: Council-related information, staff directory, committee/board proceedings, hurricane season Information, Document Center updates, Capital Project Status Report, public safety, regulatory information, Master Plan/EAR/ 2020 Vision-related items, elections, Public Works programs, Parks & Recreation programming).
5. Post News articles of interest (local and inter-local projects; capital improvement updates, meetings, special, cultural and seasonal events, construction and traffic updates, etc., public safety).

6. Post Event/Calendar listings of interest for events sponsored or co-sponsored by the Village (including council meetings, committee/board meetings, capital project progress meeting updates, special and seasonal events, elections, traffic alerts, off-island events).
7. Monitor feedback@keybsicayne.fl.gov mailbox on the home page of the Main site; reply to questions and comments and/or forward messages to appropriate staff.
8. Update online version of the Village's "Active Islander" quality of life/ Community Center publication four times a year at the "PR" site. Complete this task in a timely manner once content is received to have the site updated before the print versions are mailed to Village residents.
9. Update News and Events listings at the "PR" site with KBAC sports schedules and other Parks and Recreation programming and infrastructure information.
10. Work with Village Department heads to provide the public with regular updates on the status of ongoing, upcoming or planned Village projects and initiatives (Crandon Boulevard Master Plan, Art in Public Places Projects, Sanitary Sewer/Water Pipe Replacement, Purple Pipe Project, Green Initiative, etc.).
11. Communicate with Accrisoft Corp. as needed via telephone support and online support; train on software upgrades as they become available.

Other Communications Responsibilities:

1. Work with Village staff to prepare print and online informational and "how to" brochures, guidelines, forms and supporting documentation for Village residents.
2. Prepare publicity materials for Village meetings, workshops, public forums, events, and elections as requested by the Village Manager and Village Clerk.
3. Interact with contractors, consultants and staff to provide weekly progress updates on Phase 3, Crandon Boulevard Master Plan Project (revised completing estimate is now early 2008; former completion date was August 2007). Note the addition of utility elements crossing Crandon at three intersections tied to the WSR project.
4. Monitor progress of Harbor Drive Improvements Project (landscape element).
5. Interact with contractors, consultants and staff to provide weekly progress updates on the Water Pipe Replacement/Sanitary Sewer/Water Reuse Project (Note: reuse element was added and expanded in 2007). Work began in July 2007 and is expected to last approximately two years.
6. Publicize new Village Goes Green Initiative approved by Council in June 2007.
7. Appear before the Village Council as needed to report on projects or activities. Attend meetings and workshops as directed by the Village Manager.
8. Coordinate release of press clips, news alerts, and informational articles to local public access cable TV and print media as directed by the Village Manager.
9. Explore new opportunities for programming for Channel 16 and Channel 17 as directed by the Village Manager.

Research and Staff Support Responsibilities:

1. Provide research, computer, technical and communication support to Village Department heads and staff for internal projects, committees or Village and department ratings, accreditations or external requirements.

2. Act as liaison on the Village's behalf at progress meetings for capital projects and other initiatives to ensure work proceeds as smoothly as possible and clear communication between parties, Village staff and the public is maintained. Examples of other initiatives or projects include the Virginia Key Master Plan and elements of the EAR-Master Plan and 2020 Vision Plan (proposed Calusa Park Improvements, potential acquisition of Village park/open space, 560 Crandon).
3. Oversee and coordinate the Village Goes Green Initiative. Set up meetings, energy audits, workshops and inviting outside experts or consultants. Write agendas, minutes progress reports and conduct research. Oversee carbon footprint calculation and other program tasks (Council approved proposal in June 2007 for FY 2007 and FY 2008).
4. Lead Building, Zoning and Planning staff efforts to whether the Village should participate in LEED or other green building certification programs for residential and other construction. Assist in implementing same if necessary.
5. Act as intergovernmental Village liaison on environmental and other issues as requested by the Village Manager. (Ex. Virginia Key Master Plan)
6. Plan, coordinate and oversee workshops, town hall meetings and other meetings as requested by the Village Manager.
7. Attend off-site conferences. Meetings, or trips on behalf of the Village as approved by the Village Manager.
8. Become involved with new projects as directed by the Village Manager and as time permits.

Cost Estimate for a One-Year Contract for FY 2008

My hourly consulting rates are:

1-10 hrs/week:	\$80.00/hr
11-20 hrs/week:	\$70.00/hr
21-30 hrs/week:	\$65.00/hr
31+ hrs/week:	\$60.00/hr

This 48-week proposal allows for four weeks of vacation that can be taken at any time during the contract. I will submit monthly invoices with a detailed description of tasks performed per hours billed. The 18 hours per week can be adjusted as needed to meet time-critical project deadlines or other time commitments. The proposed cost of my services for FY 2008 is:

18 hours/week at \$70.00/hr (for 48 weeks):

\$60,480.00