



VILLAGE OF KEY BISCAYNE

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

November 15, 2005

Village Manager

Jacqueline R. Menendez

MEMORANDUM

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

RECOMMENDATION

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

BACKGROUND

On May 24th, 2005, the Village of Key Biscayne entered into agreement with Henny Groschel-Becker for communications consulting. Her contract was for 18 weeks at a standard rate of \$75.00 per hour for a total of 128 hours. 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 also worked on the marketing pieces for the Vision 2020 Forums.

Ms. Groschel-Becker will 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 \$56,000 a year.

RESOLUTION NO. 2005-

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 _____, 2005.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

F:\100\103001\Resolutions\Resolution approving agreement between Village and H. Groschel-Becker.doc

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

THIS AGREEMENT, made and entered into this ___ day of November, 2005, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and HENNY GROSCHEL-BECKER, (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional services as specifically described in Exhibit "A" to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

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

1. **SCOPE OF SERVICES**

A. The CONSULTANT agrees to provide the Specified Services upon written request from the Village Manager. CONSULTANT shall provide the Specified Services as an independent contractor for the VILLAGE.

B. The CONSULTANT recognizes that, unless expressly provided by the Village Council, only the Village Manager is authorized to commit the expenditure of VILLAGE funds for the implementation of CONSULTANT's recommendations.

2. **FEES FOR SERVICES**

As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the VILLAGE, a total fee not to exceed FIFTY-SIX THOUSAND (\$56,000.00) DOLLARS. CONSULTANT shall be paid on an hourly

basis in accordance with the following rate schedule:

- (a) \$60.00 per hour for the period of October 1, 2005 through January 31, 2006, not to exceed thirty (30) hours per week.
- (b) \$65.00 per hour for the period of February 1, 2006 through September 30, 2006, not to exceed twenty (20) hours per week.

Fees shall be paid in arrears each month, pursuant to monthly invoice, based upon the hours of work completed for each task invoiced. Invoices shall be promptly processed for payment by VILLAGE pursuant to the Local Government Prompt Payment Act.

3. **TERM**

The duration of the term of this Agreement shall commence retroactive to October 1, 2005 and shall end on September 30, 2006, unless extended by the Village Manager or earlier terminated pursuant to paragraph 7.

4. **RECORDS**

All original reports, work papers, guidelines, designs, sketches, tracings, drawings, computations, and any other documents and plans that result from the CONSULTANT providing Specified Services (the "Records") shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT. Work products which are created for VILLAGE by CONSULTANT may be used by her during the course of her normal business, unless prohibited by law. CONSULTANT recognizes that such Records may contain material exempt from State of Florida Public Records Disclosure Act and will immediately upon receipt turn over to VILLAGE for response any request from a third party for access to or copy(ies) of said Records.

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 bona fide 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 twenty (20) days written notice with or without cause and by the CONSULTANT upon thirty (30) 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 above, 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 from 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 at 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. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been 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
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

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

Consultant: Henny Groschel-Becker
Island Style Consulting & Design
290 West Mashta Drive
Key Biscayne, Florida 33149

12. **GOVERNING LAW**

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

[THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK]

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 GROSCHEL-BECKER

By: _____
Henny Groschel-Becker

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, Florida 33149

By: _____
Jacqueline R. Menendez,
Village Manager

Attest: _____
Village Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND RELIANCE
OF VILLAGE ONLY:

Village Attorney

EXHIBIT "A"

A. SCOPE OF WORK DURING THE PERIOD OF OCTOBER 1, 2005 THROUGH JANUARY 31, 2006.

1. Create and approve an overall redesign of Village website.
2. Be responsible for ensuring easy and efficient navigation of Village website.
3. Develop a document archive system.
4. Create and establish multiple online calendars for Village website.
5. Coordinate all onsite Accrisoft Corp. software training sessions for Village staff.
6. Be responsible for transferring all existing Village website content after it has been updated on current web pages.
7. Create new Village website content via close interaction with Village Department heads.
8. Be responsible for expanding the web presence of the Village Community Center and its programs.
9. Assess utility of use of third-party software.
10. Be responsible for troubleshooting the new Village website before live launch and subsequent monitoring of Village website for any potential problems.
11. Assist Village Department heads in preparation of web-ready content.
12. Develop schedule to review, refresh and remove content from Village website.
13. Promote new Village website.
14. In coordination with the Village Manager, develop a system for the purpose of coordinating the release of Village press clips, news alerts, and informational articles to the website, local public access cable TV, and print media.
15. Assist with the preparation of the Village's winter edition of the "Active Islander" publication mailed to all residents.
16. Prepare publicity materials for Vision Plan and Evaluation and Appraisal Report Committee's Community Forum No. 2.

B. SCOPE OF WORK DURING THE PERIOD OF FEBRUARY 1, 2006 THROUGH SEPTEMBER 30, 2006.

1. Work with Accrisoft Corp. and Village staff to ensure smooth, consistent operation of new Village website.
2. Promote new Village website.
3. Review all content for grammar and accuracy before posting to Village website.
4. Ensure delivery of content from Village Departments and assist Village staff with development of content as needed.
5. Improve and refresh content and appearance of Village website as needed.
6. Interact with Accrisoft Corp. via telephone support and software upgrades for Village website.
7. Coordinate the release of Village press clips, news alerts, and informational articles online and to local public access cable TV and print media.
8. Work with Village Department heads to provide the public with regular updates on the status of ongoing, upcoming or planned Village projects.
9. Work with Village staff to prepare informational brochures, guidelines, and “how to” documents for Village residents to be published in print and online.
10. Assist with the preparation of the Village’s “Active Islander” publication mailed quarterly to all Village residents.
11. Explore new opportunities for programming for Channel 16 and Channel 17.
12. Prepare publicity materials for Village meetings, public forums, and events as requested by the Village Manager.
13. Act as intergovernmental Village liaison on environmental issues and other issues as requested by the Village Manager.