

RESOLUTION NO. 21-10

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC. ON THIS 16TH DAY OF FEBRUARY, 2021; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT AGREEMENT AND EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town Code of Ordinances allows for "piggybacking" agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, pursuant to this procedure, the Town is allowed to piggyback an existing government agreement or contract, and there is no need to obtain formal or informal quotations, proposals or bids; and

WHEREAS, the Town desires to "piggyback" on an existing agreement between the Collier County and Angie Brewer & Associates, LC. ("Consultant"), whereby Consultant will provide the Town with professional consulting services. ("Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, THAT:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Agreement between the Town and Consultant for the provision of consulting services as attached and incorporated herein as Exhibit "A" is approved, and the Town Mayor is authorized to execute the Agreement and the Town Manager is authorized to expend budgeted funds on behalf of the Town.

Section 3. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

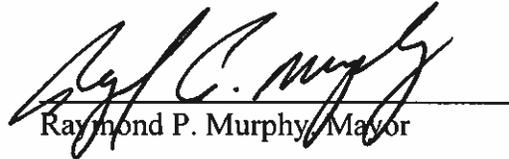
Section 4. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Hosafros and seconded by Council Member Veach, and upon being put to a vote, the result was as follows:

Raymond P. Murphy, Mayor	Aye
Rexann Hosafros, Vice Mayor	Aye
Dan Allers, Councilmember	Aye
Bill Veach, Councilmember	Aye
Jim Atterholt, Councilmember	Aye

ADOPTED this 16th day of February 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH



Raymond P. Murphy, Mayor

ATTEST:



Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**



John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 18 day of February 2021.

CONSULTANT AGREEMENT

AGREEMENT, made and entered into on _____, 20__, by and between Angie Brewer & Associates, LC, hereinafter referred to as the "Consultant" and the Town of Fort Myers Beach, hereinafter referred to as the "Client".

Whereas, the Client desires to obtain the services of the Consultant for Funding Management Services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources; and

Whereas, the Consultant desires to provide services to the Client, to assist with the successful Funding Management Services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources; and

Whereas, on the 9th day of June, 2020, the Consultant was awarded a contract with Collier County, Florida, pursuant to Request for Proposal Solicitation 20-7690 – Loan and/or Grant Acquisition and Compliance Services (the "Collier County Agreement"); and

Whereas, the Collier County Agreement provides for an initial term commencing June 9, 2020 and continuing until June 9, 2023 with two (2) optional one (1) year renewals; and

Whereas, the Town of Fort Myers Beach has determined that utilizing the procurement process conducted by Collier County and the execution of this contract is beneficial to the citizens of the Town of Fort Myers Beach;

NOW, THEREFORE, in consideration of the premises aforesaid and the covenants and agreements hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. **Commencement.** The Consultant shall commence the Work immediately upon receipt of a Purchase Order, Notice to Proceed or signed Task Authorization from the Client.
2. **Scope.** The Consultant agrees to provide all necessary and proper Funding Management Services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources as outlined in the written proposals to be submitted by the Consultant to the Client.
3. **Payment.** The Consultant will provide services as required by the project on a "Lump Sum" or a Task Completion basis. The Client shall make payment to the Consultant within 30 days of receipt of an invoice for services performed. No costs will be incurred by the Consultant above the limit authorized without prior approval from the Client.
4. **Notices.** All notices from the Client to the Consultant shall be mailed to the following address:

Angie Brewer & Associates, LC
9080 58th Drive East, Suite 200
Bradenton, Florida 34202

All notices from the Consultant to the Client shall be mailed to the address given to the Consultant for:

Either party may provide notice to the other of any change in contact or mailing address as set forth above.

5. **No Partnership.** Nothing herein contained shall create or be construed as creating a partnership between the Client and the Consultant.
6. **Default and Termination.** Upon the failure of either party to perform pursuant to the terms of this Agreement, either party may terminate this agreement upon thirty (30) days written notice. The Consultant shall be compensated for all services provided and costs incurred related to this Agreement through the date of termination. The defaulting party may cure, during the notice period, and this agreement shall remain in full force and effect.
7. **Agreement.** This Agreement is the entire Agreement of the parties and consists of the attached component parts, all of which are as fully a part of the Agreement as if herein set out verbatim.
8. **Changes.** Within the general scope of this Agreement the Client may, at any time, by written notice to Consultant, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and/or time of performance.
9. **Compliance.** The Consultant shall comply with all local, state and federal laws relative to the performance of these services.
10. **Insurance.** The Consultant will provide proof of all applicable and available insurance required by the Client.
11. **Performance.** The Client is to provide cooperation and information to the Consultant, as reasonably required, to assist the Consultant in the performance of its obligations pursuant to this Agreement. Consultant shall be the sole liaison between all parties and funding agencies involved with the work authorized under this Agreement. The Client shall provide the Consultant all requested information, instructions and requests for any actions on a timely basis to allow the appropriate performance of Consultant's work.
12. **Indemnity and Liability.** The Client hereby indemnifies and holds Consultant, its directors, officers, agents and employees harmless against any and all claims, actions, or demands against Consultant, its directors, officers, agents and employees and against any and

all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any all property arising out of the negligent acts, errors, or omissions of the Client under this Agreement. The Consultant hereby indemnifies and holds Client, its directors, officers, agents and employees harmless against any and all claims, actions, or demands against Client, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any all property arising out of the negligent acts, errors, or omissions of the Consultant under this Agreement.

- 13. **Standards.** All services hereunder shall be performed by employees, agents, or subcontractors of Consultant who are experienced and skilled in their profession and in accordance with the standards of workmanship in their professions. Consultant’s findings, recommendations, and professional advice shall be based on practices and procedures customary in its profession. Proprietary information utilized in the performance of the work by the Consultant shall remain the sole property of the Consultant.
- 14. **Venue.** In the event of any litigation arising from this Agreement, shall be held in the Circuit Court of the Twelfth (12TH) Judicial Circuit of Florida, in and for Manatee County.
- 15. **Statutory Labor Rate Changes.** The Parties agree that a change in the State or Federal Minimum Wage Rate will result in a commensurate increase to Hourly Labor Rates, Lump Sum, Task Completion or other compensation under this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first written above.

Town of Fort Myers Beach

Angie Brewer & Associates, LC

By: _____

By: _____

Name and Title

Mark A. Brewer, President
Name and Title

ATTEST:

ATTEST:

Witness:

Witness: