

Professional Services Agreement

Grants Support Services

2024-30



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Tony Fernandez
Councilmember Luis E. Collazo
Councilmember Josh Dieguez
Councilmember Ray Garcia
Councilmember Bryan Morera
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

TABLE OF CONTENTS

Recitals 4

Section A: General Terms and Conditions 4

1. Definitions 4

2. General Conditions 5

 a. Term 5

 b. Scope of Services 5

 c. Compensation 5

3. Additional Services 5

4. Performance 6

 a. Performance and Delegation 6

 b. Time for Performance 6

5. Standard of Care 6

6. Subconsultants 6

7. Default 6

 a. General 6

 b. Conditions of Default 6

 c. Time to Cure Default; Force Majeure 7

8. Termination of Agreement 7

 a. Town’s Right to Terminate 7

 b. Consultant’s Right to Terminate 7

 c. Termination Due to Undisclosed Lobbyist or Agent 7

9. Documents and Records 8

 a. Ownership of Documents 8

 b. Delivery upon Request or Cancellation 8

 c. Nondisclosure 8

 d. Maintenance of Records 8

10. Insurance 9

 a. Companies Providing Coverage 10

 b. Verification of Insurance Coverage 10

 c. Forms of Coverage 10

11. Miscellaneous 10

| | |
|---|----|
| a. Indemnification..... | 10 |
| b. Entire Agreement | 11 |
| c. Nonexclusive Agreement..... | 11 |
| d. Successors and Assigns | 11 |
| e. Applicable Law and Venue..... | 11 |
| f. Notices | 12 |
| g. Interpretation | 12 |
| h. Joint Preparation | 12 |
| i. Priority of Provisions..... | 12 |
| j. Mediation – Waiver of Jury Trial | 13 |
| k. Compliance with Laws | 13 |
| l. No Partnership..... | 13 |
| m. Discretion of Town Manager | 13 |
| n. Resolution of Disputes..... | 14 |
| o. Contingency Clause..... | 14 |
| p. Third-Party Beneficiary | 14 |
| q. No Estoppel..... | 14 |
| Exhibit “A” | 16 |

This Agreement made this ____ day of _____ in the year **2024** (“Agreement”) by and between the Town of Miami Lakes, Florida, hereinafter called the “Town,” and **BellTower Consulting Group, LLC**, hereinafter called the “Consultant,” having a principal office at **8950 SW 74th Court, Suite 2201-A49, Miami, FL 33156**.

RECITALS

WHEREAS the Town has requested the Consultant to provide grants writing services (“Services”) in accordance with Exhibit “A.”

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A: GENERAL TERMS AND CONDITIONS

1. Definitions

- a. *Additional Services*** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- b. *Attachments*** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- c. *Consultant*** means **BellTower Consulting Group, LLC**, which has entered into the Agreement to provide professional services to the Town.
- d. *Deliverables*** mean all documentation and any items of any nature submitted by the Consultant to the Town’s Project Manager for review and acceptance pursuant to the terms of this Agreement.
- e. *Errors*** means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- f. *Hourly Rates*** means the expense to the Consultant and on an hourly rate basis for employees in the specified professions and job categories assigned to provide Services under this Agreement. Hourly rates are inclusive of all indirect expense, cost, overhead, and margin.
- g. *Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c.i. Fee Amount.
- h. *Project Manager*** means the Title of Project Supervisor who will manage and monitor the Services to be performed under this Agreement.
- i. *Professional Services*** means those services within the scope of practice for property, casualty, and liability insurance program.
- j. *Scope of Service(s)*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- k. *Town Council*** means the legislative body of the Town of Miami Lakes.

- l. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- m. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- n. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- o. **Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

2. General Conditions

*a. **Term***

The Term of this Agreement is for one (1) year, commencing from the execution date and expiring on **September 30, 2025.**

*b. **Scope of Services***

Consultant agrees to provide the Services as specifically described and set forth in Exhibit A.

*c. **Compensation***

i. Fee Amount

The amount of compensation payable by the Town to Consultant for the Services included in Exhibit A shall be a not-to-exceed amount of \$4,000 per month.

ii. Payments

The Consultant shall attach to the invoice all supporting data for payments acceptable to the Town that documents the costs incurred on an hourly rate.

All payments shall be made in accordance with the Florida Statute 218.74, which is also known as the Local Government Prompt Payment Act.

3. Additional Services

Additional Services include those services that are not specifically provided for under the scope of this Agreement, however, are of such similar character that they can properly be performed under the terms of this Agreement. A Work Order must be issued for any Additional Services performed under the Agreement. Additional Services shall be billed at \$100 per hour.

4. Performance

a. *Performance and Delegation*

The Services to be performed hereunder must be performed by Lakeesha Morris-Moreau, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager prior to the Services being provided.

b. *Time for Performance*

The Consultant agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

5. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

6. Subconsultants

Unless this box is checked, the use of subconsultants is prohibited under this Agreement.

7. Default

a. *General*

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

b. *Conditions of Default*

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- i. Consultant fails to obtain or maintain the required insurance.
- ii. Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- iii. Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

c. *Time to Cure Default; Force Majeure*

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

d. *Contract Extension*

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as needed by the Town and as mutually agreed upon by the Town and the Contractor.

8. Termination of Agreement

a. *Town's Right to Terminate*

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

b. *Consultant's Right to Terminate*

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

c. *Termination Due to Undisclosed Lobbyist or Agent*

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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

d. Contract Extension

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

9. Documents and Records

a. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

b. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

c. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

d. Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and

documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- i. Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- ii. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the Town.
- iv. Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

10. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

a. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

b. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

c. Forms of Coverage

iii. Professional Liability Insurance

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$500,000 per claim, \$500,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

iv. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

11. Miscellaneous

a. Indemnification

The Consultant will hold harmless, indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or the Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the

negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

b. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

c. Nonexclusive Agreement

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

d. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

e. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will

bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A7 where Consultant must pay the Town's reasonable attorney's fees.

f. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

For Consultant:
Lakeesha Morris-Moreau
BellTower Consulting Group, LLC
8950 SW 74th Court, Suite 2201-A49
Miami, FL 33156
lakeesha@belltowergroup.org

With a copy to:

RosaM. Marrero
Procurement Manager
At the same address as above
marreror@miamilakes-fl.gov

g. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

h. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant, and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

i. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

j. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

k. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ii. ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

l. No Partnership

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

m. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

n. Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relating to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

o. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

p. Third-Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

q. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of

any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

END OF SECTION

EXHIBIT "A"

LaKeesha K. Morris-Moreau, MSW, GPC*

8950 SW 74th Court Suite 2201 ~ Miami, FL 33156

Phone/Text: (786) 232-0771

E-mail: info@belltowergroup.org

Executive Summary

Solid background in securing government and foundation grants from proposal research and development to reporting on compliance and fiscal management. Excels in program and organizational planning, with proven success overcoming challenges of limited resources and financial constraints to design high-quality, cost-effective services. Possess excellent organizational, interpersonal, written, and verbal communication skills. Skilled and experienced in diverse and fast-paced organizations, including local governments, institutions of higher learning, and nonprofit multipurpose organizations.

Experienced and Proficient in

- Grant Research & Writing
- Policy Development & Compliance
- Quality Assurance Monitoring
- Strategic Planning
- Best practices in Program Development
- Staff Development & Supervision

Experience

2009 – Present

BellTower Consulting Group, LLC

Miami, FL

President/CEO

Consulting agency for local governments and not-for-profit organizations. Responsible for researching and writing government, corporate, and foundation grants. Assist organizations and municipalities in fund development and strategic planning. Assist local governments in obtaining Green Cities/Counties certification from the Florida Green Building Coalition. Conduct external mock monitoring visits to ensure compliance with grant contracts. Evaluate and develop policies and procedures for operations (i.e., personnel, quality assurance, disaster preparedness, etc.). Train staff in file management, tracking program progress, fiscal accountability, and preparation of annual or programmatic reports. Foster positive donor and community relations. Website: www.belltowergroup.org

Education

1999-2002

Florida International University

Miami, FL

Master of Social Work with a concentration in Children and Families. Additional coursework in Industrial/Organizational Psychology (1 year Master level studies) and social service administration.

1993 – 1997

Jackson State University

Jackson, MS

Bachelor of Science in Psychology. Honors College, Cum Laude graduate, and All-American Scholar.

Professional Associations/Certifications

*Grant Professional Certified – Grant Professional Certification Institute (Certification #1306260)

National Board of Directors - Grant Professional Certification Institute (2019-Present)

GPC Exam Administration Committee Chair – Grant Professional Certification Institute (2020-Present)

South Florida Chapter of Grant Professionals Association (Vice President 2020-2022)

Cutler Bay Club of Toastmasters International



Grant Writing and Grant Administration Services



LaKeesha K. Morris-Moreau, MSW, GPC | President/CEO

Education: Master of Social Work, Florida International University, Bachelor of Science in Psychology, Jackson State University, All-American Scholar

Overview: LaKeesha has a solid background in securing government and foundation grants from proposal research and development to reporting on compliance and fiscal management. She founded BellTower in 2009 and has led the organization to secure \$150 million - and counting - for municipalities and non-profit organizations throughout Florida. In 2016, LaKeesha earned the Grant Professional Certified (GPC) credential from the highly regarded Grant Professional Certification Institute. The GPC is the only professional credential for individuals in the grants field to be recognized by the National Commission for Certifying Agencies. LaKeesha now sits on the National GPCI Board of Directors as the GPC Exam Administration Chair.

Experienced and Proficient in:

- Grant Research & Writing
- Strategic Planning
- Policy Development & Compliance
- Best Practices in Program Development
- Quality Assurance Monitoring
- Staff Development & Supervision



Melissa Albury | Grants Manager

Education: Bachelor of Business Administration, Florida International University

Overview: Melissa has over 30 years of experience assisting businesses in program management and identifying opportunities to increase efficiency. Melissa is well versed in facilitating federal contracts for private for-profit businesses and local governments. Melissa assists the grant administration team in managing the post-award lifecycle, facilitating contract execution, organizing required documents, grant reporting, and ensuring that the entire team meets project deadlines.

Experienced and Proficient in:

- Project Management
- Cultivating productive relationships with clients and external partners
- Outstanding Communication Skills
- Customer Support & Satisfaction
- Collaborating effectively across all organizational levels
- Capable of building and leading cross-functional teams
- Problem solving skills
- Leadership



Eric Miller | Grant Writer

Education: Juris Doctor - Florida State College of Law, BS, Economics | BB, Finance - University of Miami

Overview: Eric is an Innovative professional with extensive experience serving in leadership roles at community development focused organizations in both the public and private sectors. He is highly organized and capable of successfully managing a large volume of projects simultaneously in a fast-paced environment. Eric has well-developed interpersonal skills, is adept at building and managing productive relationships, and communicates persuasively over written and verbal mediums. He is self-driven with a creative approach to problem-solving, allowing him to execute leadership directives with minimal supervision in independent and collaborative settings to maximize organizational performance.

Experienced and Proficient in:

- Contract Negotiation, Drafting, and Management
- Grant Award Solicitation and Management
- Legal Research and Analysis and Legislative Affairs Support
- Microsoft Office Suite and Salesforce CRM Software
- Internal and External Corporate Regulatory Compliance
- Risk Mitigation and Liability Management
- Staff Recruitment, Training, and Leadership
- Procurement and Contractor Oversight
- Project and Program Implementation and Management
- Partnership and Resource Development
- Staff Recruitment, Training, and Leadership
- High Volume Data Management and Analysis



Sarah Keane | Grant Writer

Education: Bachelors of Arts in English, University of Saint Joseph

Overview: Sarah studied English and has a history of composing grants for educational institutions and local governments, She brings clear and persuasive writing skills to the work environment. Her strong research and analytical skills enable her to utilize data to tell clients' stories in a manner that is relatable. She stays abreast of funding opportunities by preparing BellTower's monthly grant alert newsletter and helping clients find a perfect match.

Experienced and Proficient in:

- Grant Writing
- Analytical Skills
- Research Skills
- Maintaining Funding Database
- Proficient in Microsoft Office Suite





Grant Writing and Grant Administration Services



Monica Haynes, PMP | Grant Writer

Education: Masters of Business Administration - University of Minnesota
Bachelor of Science, Engineering Management - University of Missouri

Overview: Monica is a results-focus, adaptable grant writer with proven success in writing grants and securing funds, through strategic planning, research, and focused coordination. With a background in engineering, she brings a unique blend of business and technical mastery to plan and execute proposals.

Experienced and Proficient in:

- Grant Writing
- Project Management
- Grant Management
- Board Training
- Team Leadership



Regina Sandilands | Project Administrator

Education: MS Business Management - Saint Thomas University, BA Public Administration - Saint Thomas University, Supervisory Certification Program - Miami-Dade County

Overview: Regina has over 20 years of experience in special project administration and diversity workforce development. Regina is recognized for creating, developing, and executing Workforce Programs, Small Business Programs, Policy Development, Guidelines and Procedures, and Administrative Organization. She aids the team in ensuring federal compliance, particularly on contracts with Section 3, Davis-Bacon, or special procurement regulations. Regina excels in working with governmental entities to develop and execute programs that foster economic growth. She is experienced in developing and implementing employment opportunity plans for small businesses, minority or women-owned businesses, and disadvantaged businesses. Her extensive knowledge base, years of experience, and commitment to empowering small and minority businesses make her an asset to clients and the greater community.

Experienced and Proficient in:

- Project Management
- Creating, developing, and executing various programs
- Systems implementation
- Implementing diversity and inclusion programs



BELLTOWER
GRANT WRITING & BEYOND

Grant Writing and Grant Administration Services



Marvie Estremera | Technical Support Assistant

Education: Bachelors of Communication Arts in Audio Visual Communication - Bicol University

Overview: Marvie has over 12 years of experience specializing in creating efficient systems and Standard Operating Procedures that ensure smooth daily operations. She excels in executing ideas and visions efficiently and effectively. She works closely with the team to elevate the organization's efficiency by handling project management tasks, file management, and grant reporting.

Experienced and Proficient in:

- Technical Skills
- Analytical Skills
- Research Skills
- Grant Reporting
- Maintaining project management system
- File Management

BellTower Consulting Group, LLC

 786-232-0771

 www.belltowergroup.org

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| Title | Funder | Client | Amount |
|---|---|-------------------|------------------|
| Hallandale Beach Sewer System Modernization | Florida Department of Economic Opportunity (FDEO) | Hallandale Beach | \$ 14,879,219.00 |
| NBV Water Distribution System Improvements | Rebuild Florida - General Infrastructure Program | North Miami Beach | \$ 11,700,000.00 |
| Utility Undergrounding | Florida Department of Emergency Management | North Bay Village | \$ 11,000,047.00 |
| Hallandale Beach Water Resiliency Project | Florida Department of Economic Opportunity (FDEO) | Hallandale Beach | \$ 8,237,600.00 |
| NBV Sewer Collection System Improvements | Rebuild Florida - General Infrastructure Program | North Miami Beach | \$ 6,000,000.00 |
| North Bay Village Coastal Resiliency Project - Island Walk Seawall | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 3,000,000.00 |
| Hallandale Beach Lift Station Eight & Force Main Retrofit | Florida Department of Economic Opportunity (FDEO) | Hallandale Beach | \$ 2,813,471.00 |
| North Miami Septic to Sewer Conversion | Florida Department of Environmental Protection (FDEP) | North Miami | \$ 2,300,000.00 |
| Water Quality Improvements to C-6 Miami Canal- East Drive and Oakwood Drive Drainage Improvements | Florida Department of Environmental Protection | Miami Springs | \$ 2,000,000.00 |
| General Infrastructure Program - Egret Lift Station Rehabilitation Project | Florida Department of Economic Opportunity (FDEO) | Hallandale Beach | \$ 1,737,650.00 |
| North Miami Beach REC - K-5 | The Children's Trust | North Miami Beach | \$ 1,684,690.00 |
| North Bay Village Stormwater Pump Station | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 1,500,000.00 |
| Island Walk North Plaza Area (AKA Baywalk Plaza Area North) | Florida Inland Navigation District (FIND) | North Bay Village | \$ 1,250,000.00 |
| Water Quality Grant | Florida Department of Environmental Protection (FDEP) | Miami Shores | \$ 1,133,546.00 |
| Bayfront Park Seawall Elevation Project | Florida Department of Environmental Protection (FDEP) | Miami Shores | \$ 1,000,000.00 |
| Miami Springs Citywide Sidewalk Connectivity Project - Phase I | Florida Department of Transportation | Miami Springs | \$ 1,000,000.00 |
| Island Walk Phase I Construction | Florida Department of Transportation | North Bay Village | \$ 1,000,000.00 |
| Out-of-School Program (5-year) | The Children's Trust | Cutler Bay | \$ 928,180.00 |
| Town of Cutler Bay-Buffer Land Acquisition Project | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 856,570.00 |
| NBV Civic Pocket Park on East Drive | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 850,000.00 |
| Sunset Drive Roadway & Beautification Project | Florida Department of Transportation | South Miami | \$ 800,000.00 |
| SW 82 Avenue Roadway Improvement | Florida Department of Transportation (FDOT) | Cutler Bay | \$ 800,000.00 |
| Cutler Bay Canal Bank Restoration | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 750,000.00 |
| North Bay Village Stormwater Inlet Filter Installation | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 750,000.00 |
| 53 Acre Cutler Bay Wetland Buffer Area | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 700,000.00 |
| Careers in STEM Camp (5-year) | The Children's Trust | Cutler Bay | \$ 678,500.00 |
| Saga Bay 1.7 Sub-Basin Water Quality Improvement | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 600,000.00 |
| North Bay Village Stormwater Pump Station | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 600,000.00 |
| Marlin Road Improvement Planning Project | Florida Department of Transportation (FDOT) | Cutler Bay | \$ 520,000.00 |
| Hallandale Beach Public Safety Program Phase II | Department of Justice (DOJ) | Hallandale Beach | \$ 500,000.00 |

| Title | Funder | Client | Amount |
|--|---|-------------------|---------------|
| North Bay Village Wastewater Pump Station Improvements Project | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 500,000.00 |
| NMB Library STEAM - 6-12 | The Children's Trust | North Miami Beach | \$ 494,875.00 |
| North Bay Village Island Walk Design and Permit Phase 1A | Florida Inland Navigation District (FIND) | North Bay Village | \$ 425,000.00 |
| Miami Shores Village 93rd Street Pump Station Mitigation | Florida Department of Environmental Protection (FDEP) | Miami Shores | \$ 400,000.00 |
| Town of Cutler Bay SW 200th Street and SW 103rd Avenue Roundabout | Florida Department of Transportation (FDOT) | Cutler Bay | \$ 362,500.00 |
| Out-of-School Program (5-year) | Department of Juvenile Justice | Cutler Bay | \$ 307,500.00 |
| Drainage Improvement NE 8th Avenue Between 91st and 933d Streets | Florida Department of Environmental Protection (FDEP) | Miami Shores | \$ 300,000.00 |
| Saga Bay 1.5 Drainage Project | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 250,000.00 |
| Cutler Bay Buffer Land Restoration Project | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 250,000.00 |
| Kennedy Causeway Complete Streets Project | Florida Department of Transportation | North Bay Village | \$ 232,010.00 |
| North Bay Village Sidewalk/ADA Improvements | Florida Department of Transportation | North Bay Village | \$ 229,950.00 |
| North Bay Village Stormwater Pump Station | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 200,000.00 |
| Thriving Communities Technical Assistance | US Department of Transportation | Indiantown | \$ 200,000.00 |
| Public Transit Project - Bus Purchase | Florida Department of Transportation (FDOT) | Cutler Bay | \$ 195,000.00 |
| Youth Services-Our Kids Our Treasure Youth Program | The Children's Trust | North Bay Village | \$ 169,256.00 |
| Miami Shores Ramp Improvement Project | Florida Department of Transportation | Miami Shores | \$ 162,000.00 |
| Miami Shores Village Vulnerability Assessment | Florida Department of Environmental Protection (FDEP) | Miami Shores | \$ 155,000.00 |
| Watershed Planning Grant | Florida Department of Emergency Management | North Miami | \$ 150,000.00 |
| Stormwater Master Plan - Vulnerability Assessment and Adaptation Plan - Vulnerability Assessment | Florida Department of Environmental Protection (FDEP) | North Bay Village | \$ 150,000.00 |
| Cutler Bay Conservation & Resilience Plan | Florida Department of Environmental Protection (FDEP) | Cutler Bay | \$ 125,000.00 |
| Miami Shores Village Bayfront Park - Phase 1 | Florida Inland Navigation District (FIND) | Miami Shores | \$ 125,000.00 |
| Legislative Appropriation Active Adults | Alliance for Aging | Cutler Bay | \$ 100,000.00 |
| Schreiber Playground Upgrade | Miami Dade Public Housing & Community Dev. - CDBG | North Miami Beach | \$ 100,000.00 |
| Miami Shores Village Parks and Recreation Master Plan | Urban Land Institute Southeast Florida | Miami Shores | \$ 100,000.00 |
| Body Worn Camera | Department of Justice (DOJ) | Miami Shores | \$ 90,000.00 |
| NMB Library Mobile Library | FL Dept. of State - Library Services & Technology | North Miami Beach | \$ 87,000.00 |
| FY22 FIBRS Implementation Assistance Program | Florida Department of Law Enforcement (FDLE) | Hallandale Beach | \$ 64,000.00 |
| Miami Springs Parking Analysis | Miami Dade | Miami Springs | \$ 64,000.00 |
| CESF - Support Village's COVID-19 Efforts | Florida Department of Law Enforcement (FDLE) | Miami Shores | \$ 61,599.00 |
| Installation of Safety Equipment at Doctors Charter School | Department of Justice (DOJ) | Miami Shores | \$ 52,500.00 |

| Title | Funder | Client | Amount |
|---|---|------------------|-------------------------|
| Hallandale Beach Coronavirus Response Project | Department of Justice (DOJ) | Hallandale Beach | \$ 52,054.00 |
| CESF Supplemental Funding | Florida Department of Law Enforcement (FDLE) | Miami Shores | \$ 50,000.00 |
| Miami Shores Sewer Facility Plan | Florida Department of Economic Opportunity | Miami Shores | \$ 40,000.00 |
| Building Economic Equity in North Miami | Florida Department of Economic Opportunity (FDEO) | North Miami | \$ 40,000.00 |
| Flagler Trail Greenway Study | Miami Dade TPO | Miami Shores | \$ 40,000.00 |
| Miami Springs GREEN Spaces Project | Miami Dade | Miami Springs | \$ 27,846.00 |
| Miami Dade Neat Streets | Miami Dade | Miami Shores | \$ 21,720.00 |
| Total | | | \$ 87,943,283.00 |

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(BellTower Consulting Group, LLC)

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida

Gina M. Inguanzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

