

**AGREEMENT BETWEEN
CITY OF SANIBEL
AND
IN REM SOLUTIONS, INC.**

THIS AGREEMENT, entered into this 4th day of June, 2013, by and between the **City of Sanibel**, a municipal corporation, (hereinafter referred to as “City”), and **IN REM Solutions, Inc.**, 875 Aurelia Street, Boca Raton, Florida 33486, (hereinafter referred to as “Consultant”).

RECITALS:

1. Consultant agrees to provide professional grant writing services to City for the term of 12 months, commencing June 5, 2013 and ending June 4, 2014. Consultant agrees to exercise its best efforts to obtain governmental grants and benefits for City. It is understood, however, that Consultant cannot guarantee results that any certain amount of funds will be obtained for City.
2. Pursuant to this Agreement Consultant agrees to provide specific services as follows:
 - a. **IN DEPTH NEEDS ASSESSMENT.** Through on-site interviews with officials and staff, City needs will be determined. Review of materials concerning the City government, its services and structure, such as the Comprehensive Plan, Capital Improvement Plan, City’s allocated Budget, etc. A list of City needs will be matched with resources available through various programs. A Strategic Grants Plan will be developed to fund the City priority projects through various grant and loan programs,
 - b. **DETERMINATION OF RELEVANT FUNDING SOURCES.** Through extensive use of internal and external resources to determine appropriate sources of funding to accomplish client goals, Consultant will make recommendations for applications on an on-going basis.
 - c. **PREPARATION AND SUBMISSION OF GRANT APPLICATIONS.** Consultant will develop and prepare all grant applications pursued by the City and will submit them to the appropriate funding agencies. The typical annual client pursues an average of eight to ten grants in a contract year. However, the City desires and Consultant agrees to diligently pursue all grant opportunities desired by the City. Consultant also provides technical assistance to City staff who are already soliciting grants.
 - d. **TECHNICAL ASSISTANCE ON GRANT ADMINISTRATION.** As a result of the experience gained in administering numerous grants, Consultant can provide City staff and contractors administering grants with expert advice that will keep them on track, upon request of the City.

- e. **PERSONALIZED GRANT RESEARCH AND CONSULTATION.** Consultant shall be informed regarding governmental resources such as Florida Administrative Weekly and the Federal Register and shall monitor the activities of the U.S. Congress and the Florida Legislature in order to follow new programs as they are created.

- f. **INTERGOVERNMENTAL RELATIONS WITH FEDERAL AND STATE GOVERNMENTS.** Consultant shall act as a liaison to the funding agency before, during and after any application is made.

- 3. In exchange for Consultant performing these services as established herein and devoting agency time, City agrees to pay Consultant the sum of \$60,000 to be paid in twelve (12) equal installments of \$5,000 per month. City agrees that payment herein shall be made monthly in accordance with the City's Prompt Payment Policy. Costs related to City Grant submissions (photocopies and notebooks, federal express, mailing, advertising and public notices, travel expenses and other fees necessary for the submission of an application) may be approved, in writing, by the City Manager after a determination that such costs are necessary for a Grant Submission by the City.

- 4. Consultant agrees to devote the necessary time and performance of duties for City, and shall report to the City or its designee on all matters concerning this Agreement and the discharge of its scope of services. This Agreement may be cancelled by either party without cause with 30 days written notice to the following:

As to Consultant:
IN REM Solutions, Inc.
Attention: Lisa Mulhall
875 Aurelia Street
Boca Raton, Florida 33486

As to City:
City of Sanibel
Attention: Judith Zimomra, City Manager
800 Dunlop Road
Sanibel, Florida 33957

- 5. Extension of Agreement. This Agreement may be extended on an optional basis at the end of the term for (2), one (1) year periods under substantially the same terms and conditions upon mutual agreement of the parties

6. Consultant is to secure, pay for, and file with the City of Sanibel, prior to commencing any work under the Contract, insurance in at least the following minimum amounts. Notwithstanding any other provision of the Contract, the Consultant shall provide minimum limits of liability insurance coverage as follows:

General Liability	\$1,000,000	Aggregate
Personal Injury	\$1,000,000	
Professional Liability	\$1,000,000	Per Claim/Aggregate

The above requirements shall be effective unless waived, in writing, by the City in whole or in part.

7. This Agreement, and the rights and obligations of the City and the Consultant hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year written above.

WITNESS:

IN REM SOLUTIONS, INC.

Witness #1 Signature

By: _____
Lisa Mulhall, President

Witness #1 Printed Name

Date: _____

Witness #2 Signature

Witness #2 Printed Name

**CITY OF SANIBEL, a Florida
municipal corporation**

ATTEST:

By: _____
Judith A. Zimomra,
City Manager

Pamela Smith, City Clerk

Date: _____

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney

RESOLUTION 13-047

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-031 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-031 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 4th day of June 2013.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney

5/29/13

Date

Vote of Councilmembers:

Ruane _____
Congress _____
Denham _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

