



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: May 23, 2023

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 6

AGENDA ITEM:

Resolution: Consider a resolution authorizing the Interim Village Administrator to execute an agreement with The Fiona Company, LLC to provide grant services to the Village of Dobbs Ferry

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. The Fiona Company, LLC Scope of Services
3. Contract for professional services by and between The Fiona Company, LLC and the Village of Dobbs Ferry

RESOLVED that the Dobbs Ferry Board of Trustees authorizes the Interim Village Administrator to execute an agreement with The Fiona Company, LLC to provide grant services to the Village of Dobbs Ferry



Grant Development Services

The Fiona Company LLC is a small woman-owned, Westchester County-based firm with a fluid and client-centered approach. I pride myself on the expertise we offer as well as our service delivery style which keeps our Villages' needs and calendars at its center. The Fiona Company designs and implements municipal projects in addition to writing and administering grants for municipalities to assist your administration with improving infrastructure and services.

Our services include:

Grant opportunity identification and research

Grant project development

- Scope of work
- Budget
- Timetable
- Resolutions
- Project plan

State agency coordination

Grant writing

Grant award administration

Grant program tracking

Project implementation

- Project plan assistance
- Resolutions
- Vendor coordination
- Budget tracking and management
- Schedule tracking

State and Federal requirement compliance

- Minority- and Women-Owned Business Enterprise
- Disadvantaged Business Enterprise
- Smart Growth assessment
- State Historical Preservation Office determinations
- American Iron and Steel

The Fiona Company is a small firm with no desire to grow into a medium or large firm. Our capacity imposes restrictions on the number of grants we can develop for each deadline.



Fiona Matthew

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE FIONA COMPANY LLC AND THE VILLAGE OF DOBBS FERRY**

Agreement made on the ____th day of _____ 2023 by and between The Fiona Company LLC of 26 Evergreen Way, Sleepy Hollow, New York, 10591, hereinafter referred to as "Consultant" and the Village of Dobbs Ferry of 112 Main Street, Dobbs Ferry, New York, 10522, hereinafter referred to as "Village".

In consideration of the payment described below, the Consultant shall provide grant and other consulting services to the Village as defined below.

Scope of Services

Consultant, under the direction of the Village Administrator, shall perform grant writing services, coordinate grant contract execution, grant administration services and perform other such tasks as may be required to administer the Village's grants. From time to time Consultant may perform other consulting services as agreed between Consultant and the Village Administrator.

Payment to Consultant

For the work performed under this agreement, Village shall pay Consultant at a rate of \$160 per hour. Consultant shall submit monthly invoices to the attention of the Village Treasurer. Invoices shall be paid within 30 days of the invoice date.

Reasonable out of pocket expenses incurred in conjunction with performance of services will be additionally billed at Consultants' cost. Mileage, at the IRS Standard Mileage Rates, will be billed for travel to destinations outside Westchester County. Mileage will not be billed for in-County travel.

Independent Contractor

The parties agree that Consultant shall at all times be considered an independent contractor and not an agent, employee or representative of the Village. This Agreement shall in no way be considered an employment contract, and Consultant is not covered under the Village's benefits or insurances. Consultant shall be solely responsible for paying all taxes on payments received by it pursuant to this Agreement, and Village shall have no obligation to withhold taxes or any other



amounts from payments made to Consultant hereunder.

Consultant's work schedule shall be determined solely by the Consultant, and may vary from week to week and month to month.

Consultant's designated contact person shall be the Village Administrator.

Consultant may engage, directly or indirectly, in any additional business that Consultant may elect. Consultant is not required to devote all energy and attention exclusively for the benefit of Village, and reserves the right to work for any other clients it may elect, including other municipalities. Village acknowledges that Consultant has disclosed that it works for a number of other local governments in Westchester County.

Transferability of Interest

Consultant shall not assign or otherwise transfer its interest in this Agreement without the written consent of Village. Notwithstanding this provision, Village acknowledges that Consultant has advised that portions of the work may be completed by Consultant's subcontractors. This Agreement serves as Village's consent for such subcontracting. Subcontracting does not relieve Consultant of any liability or responsibility for the proper performance of the work.

Ownership of Records

All grant applications filed on Village's behalf under this Agreement shall become Village property, and Consultant shall submit to the Village either an electronic or hard copy of each grant application. Notwithstanding these rights of the Village, Consultant retains the right to use the language and/or supplemental materials from Village grants and other work in future projects, whether or not prepared for Village.

Defense and Indemnity

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or losses to the extent caused by or arising from the negligent acts, errors or omissions of the other party, related to the performance of services under this agreement.

Consultant shall not be responsible for relying on any information provided by Village or any of its employees, whether accurate or not. In addition, Consultant shall not be responsible for how grant moneys are spent by Village.



Insurance

If Village determines that insurance shall be required in connection with the performance of services hereunder, Village shall notify Consultant in writing of such insurance requirements prior to the execution of this contract.

Termination

Either party may terminate this contract without liability if it should deem such termination to be in its best interests, with or without cause, by providing ten (10) calendar days written notice of termination to the other party prior to termination date. In such an event, Consultant shall be compensated for all services tendered through the termination date.

Governing Law

This agreement shall be construed in accordance with and governed by New York Law.

Dispute Settlement

Each of the parties agrees that any dispute or controversy arising out of or in connection with this Agreement or any alleged breach thereof shall be settled by arbitration pursuant to the Commercial Arbitration Rules of the AAA. If the parties cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of the parties and the two arbitrators so chosen will select a third (or, if they fail to make a choice, by the AAA). The decision of the single arbitrator jointly selected by the parties, or if three arbitrators are selected the decision of any two of them, will be final and binding upon the parties.

In witness whereof, the Village of Dobbs Ferry ("Village") and The Fiona Company LLC ("Consultant") enter into this Agreement for services:

Fiona Matthew, Principal
The Fiona Company, LLC

Richard Leins, Interim Village Administrator
Village of Dobbs Ferry

Date

Date