



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: MAY 24, 2022

AGENDA ITEM SECTION: DISCUSSION AND RESOLUTION ITEMS

AGENDA ITEM NO. : 3

DEPARTMENT: VILLAGE ADMINISTRATOR AND GRANT COORDINATOR

AGENDA ITEM:

DISCUSSION: RETAINER AGREEMENT WITH FIONA MATTHEW/THE FIONA COMPANY AS A GRANT COORDINATOR

RESOLUTION: AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A RETAINER AGREEMENT WITH FIONA MATTHEW/THE FIONA COMPANY

ITEM BACKUP DOCUMENTATION:

1. MEMORANDUM FROM MELISSA FERRARO/VILLAGE ADMINISTRATOR TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES
2. DRAFT RESOLUTION
3. CONTRACT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE FIONA COMPANY LLC AND THE VILLAGE OF DOBBS FERRY



VILLAGE OF DOBBS FERRY
OFFICE OF THE VILLAGE ADMINISTRATOR
112 Main Street
Dobbs Ferry, New York 10522

To: Mayor Rossillo & Board of Trustees

From: Melissa Ferraro, Village Administrator

Re: Agreement with Fiona Matthews, Grant Coordinator

The Village has used the services of Fiona Matthews for many years to obtain and coordinate grant funding for the Village. Ms. Matthews is increasing her hourly rate from \$125 per hour to \$140 per hour. The proposed Contract agreement for professional services is attached for your review.

I ask that this item be placed on the 5/24/22 Board of Trustees agenda for consideration.

**RESOLUTION AUTHORIZING VILLAGE ADMINISTRATOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH THE FIONA COMPANY, LLC
FOR THE GRANT WRITING SERVICES, COORDINATION AND ADMINISTRATION
OF GRANTS FOR THE VILLAGE OF DOBBS FERRY**

WHEREAS, the Village of Dobbs Ferry seeks grant opportunities for various Village projects; and

WHEREAS, the Village of Dobbs Ferry does not have the staff to adequately perform grant writing services, coordinate grant contract execution and administer grant services; and

WHEREAS, the Village of Dobbs Ferry has utilized the services of The Fiona Company, LLC for several years; and

WHEREAS, The Fiona Company, LLC has increased their hourly rate from \$125.00 to \$140.00; and

WHEREAS, the Village has funding budgeted for Grant Coordination services in budget line # A.1325.457 Treasurer – Consultants; and

WHEREAS, since The Fiona Company, LLC is currently working on many grant funding opportunities for the Village, the Village Administrator recommends the Village enter into this professional services agreement with The Fiona Company, LLC for the performance of grant writing services, coordination of grant contract execution, grant administration services and performance of other such tasks as may be required to administer the Village's grants.

NOW, THEREFORE, BE IT

RESOLVED, that the Village of Dobbs Ferry Board of Trustees hereby authorizes the Village Administrator to execute a professional services agreement with The Fiona Company, LLC for the performance of grant writing services and grant coordination at the hourly rate of \$140.00 per hour; and be it further

RESOLVED, that the professional services agreement shall be subject to the review and approval of the Village Attorney and Village Administrator; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

Agreement made on the ____th day of _____ 2022 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, Consultant shall provide grant and other consulting services to 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 \$140 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 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 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 Village either an electronic or hard copy of each grant application. Notwithstanding these rights of 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

Melissa Gilbon Ferraro
Village of Dobbs Ferry

Date

Date