




**LIBERTY PARTNERS OF TALLAHASSEE, LLC
& THE CITY OF BONIFAY
2024 CONTRACT FOR CONSULTING SERVICES**

1. *Client; Scope of Services.* Our client in this matter will be the City of Bonifay, Florida. (the “City”). Liberty Partners will provide professional consulting and comprehensive grant management related to the City’s Community Project Funding Agreement B-22-CP-FL-0229 (Consolidated Appropriations Act 2022, Explanatory Statement, Consolidated Appropriations Act 2023) in the amount of \$3 million for the Bonifay Recreational Center administered through the Federal Housing and Urban Development Agency. Our scope of services shall be, but not limited to, the following:

- A. Providing technical assistance, program administration and compliance with the grant agreement including compliance with Federal laws and regulations including, but not limited to, 2 CFR 200, 2 CFR 200.308, 2 CFR 200.332.
- B. Assisting with compliance with all Federal drawdown requirements outlined in the Grant agreement.
- C. Preparing all activity and budget information for HUD’s Disaster Recovery Grant Reporting System.
- D. Interpreting and responding to regulatory guidelines related to the expenditure of the awarded funds.
- E. Monitoring contractors and project activities to ensure compliance with program requirements and guidelines.
- F. Assistance in the selection of an industry-certified engineering firm to successfully undertake the environmental review process.
- G. Assisting the City in connecting this funding to other ongoing priorities, programs, and projects as needed including through third-party relationships within Holmes County.
- H. Coordinating as needed between state and local agencies to ensure the successful outcome of this project. This will include resolving any requests for information, justification requests, or audit findings that are issued post-award.
- I. Throughout the duration of our agreement, we will work to secure the approval of any project changes or amendments that are needed by the City after initial grant agreements are executed.
- J. We will provide regular and frequent status reports to the City on the status of applications or potential projects and establish regular meetings to ensure that an open line of communication is maintained between Liberty Partners and the City at all times.

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- K. As often as needed, our staff are available to meet onsite or travel to meet with City staff, federal agencies, or other relevant parties.
- L. Assisting with preparation of all project close out activities.
- M. Keeping close communication between the City, HUD and the Office of Congressman Neal Dunn.

2. *Term of Engagement.* The engagement will begin on March 1, 2024 and end upon the final close out and submission of documents for the completion of grant agreement. Our services to the City on this engagement will terminate upon our sending you a final statement for services rendered in this matter.

3. *Fees.* Based on the scope of services outlined above in Paragraph 1, items A through M, these administrative services shall be retained at a rate of \$240,000. Payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization's business in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

5. *Client Responsibilities.* You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our engagement including informing the firm promptly if the City is contacted about this engagement by a member of the state or local media or by a state Legislator or staff member. You also agree to pay our statements for services and expenses in accordance with paragraph 3.

6. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the City, some of our present or future clients will have disputes or transactions with the City. The City agrees that we may continue to represent or may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in paragraph 1 above.

We agree, however, that your prospective consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, which, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you and them.



Once again, we are pleased to have the opportunity to continue to work with the City of Bonifay. As discussed, Jennifer Green, President & CEO, Tim Parson, Vice President, James Sowinski, Director of Grants Management and Ethan Merchant, Director of Client Relations will be engaged in these services. Other staff or consultants will be actively involved in this engagement to assist as needed for us to fulfill our scope of services.

AGREED TO AND ACCEPTED:

City of Bonifay

By:

Date:

Rickey Callahan, City Clerk

Liberty Partners of Tallahassee, LLC

By:

Date:



Jennifer J. Green, CAE, DPL
President & CEO

2/13/2024

Approved by Bonifay City Council: _____, ____ 2024.