

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-153**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE RANKING AND RECOMMENDATION OF THE SELECTION COMMITTEE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC., FOR SERVICES IN ASSOCIATION WITH GRANT ADMINISTRATION IN AN AMOUNT NOT TO EXCEED \$60,000; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) wishes to apply for grant funding in the future and contract with Government Services Group, Inc. (“GSG”) for grant administration services to service existing grants regarding reporting; and

WHEREAS, the City received requests for qualifications for grant writing and administrative professionals and ranked those qualifications as listed on Exhibit A; and

WHEREAS, the services to be rendered by GSG are professional consulting services and, therefore, exempt from the competitive bidding requirements in the City’s Policies and Procedures for City Employees and Officials Regarding Purchasing (the “Purchasing Procedures”); and

WHEREAS, the City wishes to enter into a Professional Services Agreement (the “Agreement”) with GSG for application and management of future and current grant funding sources; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

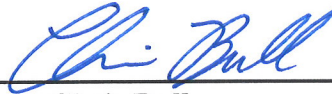
Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The professional services agreement between the City and GSG for management of the City’s current and future grant administration services in an amount not to exceed \$60,000.00 as attached hereto as Exhibit “B” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 16th day of December, 2014.

THE CITY OF MARATHON, FLORIDA



Mayor Chris Bull

AYES: Keating, Kelly, Senmartin, Zieg, Bull
NOES: None
ABSENT: None
ABSTAIN: None

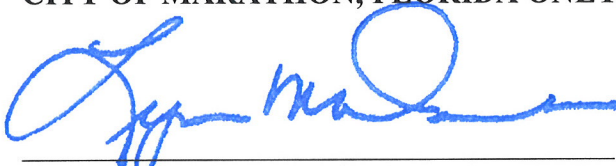
ATTEST:



Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Lynn M. Dannheisser, City Attorney

Exhibit A

Rankings –
Grant Writing and Administration Professional Services RFQ (No. 10312014)

Respondent	Total Points in Ranking
Angie Brewer	353
Erin Deady, P.A.	297
GSG, Inc	369
<u>Langton Associates</u>	<u>337</u>

Total from 400 possible points

Exhibit B

CONTRACT FOR GRANT ADMINISTRATION BETWEEN

THE CITY OF MARATHON

AND

GOVERNMENT SERVICES GROUP, INC.

THIS CONTRACT is made and entered into this 11th day of December, 2014, by and between The City of Marathon, a Florida municipal corporation (hereinafter the "City") and Government Services Group, Inc., (hereinafter "GSG").

WHEREAS, the CITY has solicited a Request for Qualifications (RFQ) for grant administration services and selected GSG to perform Administration Services for the City's Grants for the 2014/15 and 2015/16 fiscal year funding cycles.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the CITY and GSG agree as follows:

1. Covenant for Services: The CITY does hereby contract with GSG to perform the services described herein and GSG does hereby agree to perform such services under the terms and conditions set forth in this Contract.
2. Scope of Services
 - a. Administration Services: GSG agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete all necessary Administration Services for the City of Marathon grant funding. Administration services shall include, but not be limited to:
 - i. Serve as the City's administrator to seek and secure funding as well as manage the grant until close out, making sure all reporting requirements are met.
 - ii. Research, seek, identify and write Federal, State, County and private grant proposals that are applicable to the City.
 - iii. Develop strategies and prioritize schedules and timelines for each identified grant.
 - iv. Manage the process of submitting required post-award reports to funder(s) and assure that ongoing compliance is met.
 - v. Manage and monitor the funding agency and file a progress report with City Staff assistance, as required.

- vi. Administer the grants in accordance with the requirement of the funding agency and attend meetings, audits, and prepare and file all necessary documentation to maintain compliance with the grant requirements.
- vii. Monitor the public and private grants to identify additional sources of potential financial and matching support and alert and coordinate with the appropriate department for program specifics.
- viii. Meet with the City Manager and Department Directors to evaluate departmental and resource needs as directed to meet City's objectives.

3. Term/Commencement Date:

- a. This Contract shall become effective December 2014 and shall remain in effect for one year, unless terminated earlier in accordance with the section title "Termination" below.

4. Consideration and Method of Payment for Services

- a. Amount of Consideration: The CITY will pay GSG pursuant to the hourly fee schedule as set forth in Exhibit "B" hereto, in an annual amount not-to-exceed \$57,000.00.
- b. Method of Payment: GSG will submit a monthly invoice, which will reflect agreed upon payments as identified in the Fee Schedule in Attachment C of this contract. The invoice shall be submitted to the CITY for the CITY's review and approval. Payment will be issued in accordance with the Florida Prompt Payment Act.
- c. Additional Services: If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract, unless otherwise agreed to by both parties.
- d. If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the GSG the undisputed portion of the invoice. Upon written request of the Finance Director, the GSG shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

5. Subcontracts

- a. The use of subcontractors must be approved, in writing, by the CITY.
- b. If GSG subcontracts any of the work required under this Contract, GSG agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the CITY.
- c. GSG agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless THE AGENCY, the CITY and GSG from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

6. Modification of Contract: All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All

modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GSG will not be amended without mutual agreement of the CITY and GSG, formally executed in writing, subject to availability of funds.

7. Termination (Cause and/or Convenience)

- a. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified above.
- c. If termination for default is effected by the CITY, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GSG at the time of termination may be adjusted to cover any additional costs to the CITY because of GSG's default. For any termination, the equitable adjustment shall provide for payment to GSG for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by GSG relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.
- d. Upon receipt of a termination action under paragraphs (1) or (2) above, GSG shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the CITY all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GSG in performing this Contract, whether completed or in process.
- e. Upon termination, the CITY may take over the work and may award another party a Contract to complete the work described in this Contract.
- f. If, after termination for failure of GSG to fulfill contractual obligations, it is determined that GSG had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

8. Remedies: Unless otherwise provided in this Contract, all other matters in question between the CITY and GSG, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Monroe CITY, Florida.

9. Liability & Indemnification:

- a. GSG shall be responsible for all damages to persons or property that occur as a result of GSG's fault or negligence in connection with work performed under the provisions of this Contract, and GSG shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion

thereof and final acceptance by the CITY. GSG maintains \$1,000,000 of Professional Liability Insurance, \$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and \$100,000 per accident of Workers Compensation and Employers' Liability Insurance through Old Dominion Insurance and will do so throughout the course of the Contract. Documentation regarding insurance will be made available upon request. GSG agrees to maintain \$5,000,000 of Professional Liability insurance beginning on or before contract execution and throughout the term of the Contract.

- b. GSG shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected GSG GSG's performance or non-performance of any provision of this Contract including, but not limited to, liabilities arising from contracts between GSG and third parties made pursuant to this Agreement. GSG shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with GSG's performance or non-performance of this Agreement. GSG's obligations under this paragraph do not extend to any claim, loss, liability, causes of action, judgment or damages, arising out of, related to, or any way that may arise from inaccurate or falsified documentation which was provided to GSG by the City.

- c. The provisions of this section shall survive termination of this Agreement.

- 10. Nondiscrimination: During the term of this Agreement, GSG shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination
- 11. Project Representatives The CITY's project manager for this Contract is: George Garrett, Planning Director, City of Marathon, 9805 Overseas Highway, Marathon, Florida 33050. 305-289-4111. GSG's Project Manager responsible for the services of this Contract is _____. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.
- 12. Notices/Authorized Representatives: Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:
 - For the City: Mike Puto , City Manager
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

With a Copy to: Lynn M. Dannheisser., Esq
City Attorney
GrayRobinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, Florida 33131

For The GSG: Government Services Group, Inc.

14. Terms and Conditions: This Contract contains all the terms and conditions agreed upon by the parties.
15. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.
16. Attorneys' Fees and Waiver of Jury Trial: In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.
17. Eligibility: GSG certifies that it is eligible to receive state and federally funded contracts. GSG also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.
18. Conflict of interest: No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, GSG shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
19. Federal Statutory Requirements: When applicable, GSG and the CITY shall comply with the provisions contained in Attachment A and incorporated herein.
20. Entire Agreement/Modification/Amendment: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
21. Nonassignability: This Agreement shall not be assignable by GSG unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the GSG, and such firm's familiarity with the City's area, circumstances and desires.

22. Severability: If any term or provision of Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each remaining term and provision of this Contract shall be valid and be enforceable to the fullest extent permitted by law.
23. Independent Contractor: GSG and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
24. Attachments: This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:
- a. Attachment A, "Federal Provisions", consisting of three (3) pages.
 - b. Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
 - c. Attachment C, "Fee Schedule", consisting of one (1) page.

IN WITNESS WHEREOF, the parties execute this Contract on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by GSG by and through its Sr. Vice President whose representative has been duly authorized to execute same.

GOVERNMENT SERVICES GROUP, INC.

By: Camille P. Tharpe

Name and Title: Camille P. Tharpe, Senior Vice President

Witness: Jimmy Peters

THE CITY OF MARATHON

By: Chris Bull

Name and Title: Chris Bull, Mayor

Attest: Hilary Palmer

for: Diane Clavier, City Clerk

ATTACHMENT A

FEDERAL PROVISIONS

1. Equal Employment Opportunity

During the performance of this Contract, GSG agrees as follows:

- a. GSG will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. GSG will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. GSG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- b. GSG will, in all solicitation or advertisements for employees placed by or on behalf of GSG, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.
- c. GSG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. GSG will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- e. GSG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of GSG's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and GSG may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. GSG will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. GSG will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event GSG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the CITY, GSG may request the United States to enter into such litigation to protect the interests of the United States.

2. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. GSG will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. GSG will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. GSG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance

provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. Access and Retention to Records

The CITY, the THE AGENCY, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of GSG which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. GSG shall retain all records relating to this Contract for six (6) years after the CITY makes final payment and all other pending matters are closed.

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. GSG will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, GSG will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, GSG will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. GSG will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. GSG will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. GSG shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. GSG is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Payments are to be made according to the following hourly schedule, in an annual amount not to exceed \$57,000.00

<u>Description</u>	<u>Fee*</u>
Senior Vice President	\$175.00 per hour
Project Manager	\$150.00 per hour
GSG/Project Manager	\$ 150.00 per hour
Financial Services Manager	\$ 150.00 per hour
Construction Manager	\$ 100.00 per hour
Construction Inspector	\$ 80.00 per hour
Administrative Assistant	\$ 50.00 per hour

***Please note that all fees include overhead, travel, office supplies, benefits, etc.**