CITY OF MARATHON, FLORIDA RESOLUTION 2014-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND GOVERNMENT SERVICES GROUP, INC. F/K/A AS MERIDIAN COMMUNITY SERVICES GROUP, INC., FOR ADMINISTRATIVE SERVICES IN CONNECTION WITH THE CDBG HOUSING REHABILITATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$42,500.00; EXTENDING THE TERM OF THE CONTRACT UNTIL DECEMBER 21, 2014; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE FIRST AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") is the recipient of a Grant issued by the Florida Department of Economic Opportunity for low income housing rehabilitation/sewer connections; and

WHEREAS, the Florida Department of Economic Opportunity requires the City to procure a qualified individual or entity to administer the grant on the City's behalf; and

WHEREAS, the City entered into a contract with Meridian Community Services Group, Inc., n/k/a Government Services Group, Inc. (the "Consultant") to provide grant administration services for the City (the "Contract"); and

WHEREAS, the City and GSG desire to amend the Contract so that GSG can provide additional grant administration services in association with the City's housing rehabilitation program in an amount not to exceed \$42,500.00 (the "First Amendment").

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 incorporated herein by this reference.
- **Section 2.** The First Amendment to the Contract between the City and Consultant for the provision of grant administration services, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Acting City Manager and approved as to form by the City Attorney, is hereby approved. The Acting City Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the City
 - **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 8th DAY OF APRIL, 2014.

THE CITY OF MARATHON, FLORIDA

Dick Ramsay, Mayor

AYES:

Bull, Bartus, Keating, Senmartin, Ramsay

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:

City Attorney

ADDENDUM 1 TO THE CITY OF MARATHON CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT 2010 HOUSING REHABILITATION CATEGORY ADMINISTRATION SERVICES

THIS ADDENDUM TO CONTRACT is made and entered into this _____ day of _____, 2014, by and between The City of Marathon (hereinafter THE CITY) and Government Services Group, Inc., formerly Meridian Community Services Group, Inc., (hereinafter GSG). This Contract Addendum shall become effective immediately.

WHEREAS, the CITY has solicited for competitive proposals, and selected GSG to perform Administration Services for a Community Development Block Grant (CDBG) for the FFY 2010 funding cycle for the Housing Rehabilitation category.

WHEREAS, the CITY has amended Contract #11DB-C5-11-54-02-H16 between the CITY and the Florida Department of Economic Opportunity (hereinafter THE AGENCY) to include additional Housing Rehabilitation in addition to sewer connection housing rehabilitations.

WHEREAS, the amendment proposes a budget of \$375,000 for the additional housing rehabilitations, which comprises \$250,000 in CDBG funds plus the CITY's match of \$125,000.

WHEREAS, Housing Rehabilitation requires additional services beyond those required by sewer connection housing rehabilitations.

WHEREAS, GSG is fully qualified to perform Project Delivery services for Housing Rehabilitations and has an existing contract for CDBG Administrative Services for Contract #11DB-C5-11-54-02-H16.

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:

A. Scope of Services

The CITY does hereby contract with GSG to perform the services described herein and MERIDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract. Project Delivery services shall include, but not be limited to: conducting environmental reviews(s), preparing and reviewing homeowner applications, work write-ups, contractor verification, developing bid packages, overseeing bidding process, progress inspections, tracking and implementing project activities in compliance with program guidelines, technical assistance, and all other CDBG-related services as required or requested, at the sole discretion of the CITY, for the additional Housing Rehabilitation activities identified by the CITY. GSG will continue to provide ongoing services for sewer connection rehabilitations, which are not part of the Addendum.

B. Consideration and Method of Payment for Services

The CITY will pay GSG the sum of \$42,500 to be funded from the CITY's \$125,000 matching funds. GSG's lump sum fee shall be paid in 6 equal monthly payments of \$7,083. If the project is completed in less than 6 months, the balance of the project delivery fees will be paid to GSG upon submission of the Administrative Closeout Package to THE AGENCY.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

MERIDIAN COMMUNITY SERVICES GROUP, INC.
By: Name and Title: Robert Sheets, President
Attest:
THE CITY OF MARATHON
By: Dick Ramsay, Mayor.
Attack Drave Clavele