RESOLUTION NO. 16-10-72

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND GOVERNMENT SERVICES GROUP, INC., FOR CDBG PROGRAM ADMINISTRATION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on October 21, 2014, Islamorada, Village of Islands, Florida (the “Village”) and the Florida Department of Economic Opportunity (“DEO”) entered into FFY 2013 Federally-Funded Subgrant Agreement, Contract Number 15DB-OJ-11-54-02-H 19 for Florida Small Cities Community Development Block Grant (“CDBG”) program funding for up to $825,000 to assist eligible low to moderate income property owners with the cost of residential wastewater connections to the Village-wide central wastewater collection and transmission system, including $595,000 for sewer connection services and $105,000 for project administration costs, and requiring Village cost share for sewer connection services in the amount of $125,000; and

WHEREAS, on November 13, 2014, the Village issued a Request for Proposals No. RFP-15-02 for CDBG Program Administration Services (the “RFP”); and

WHEREAS, an RFP Review Committee evaluated and scored the Proposals received and recommended that the Village Council select Government Services Group, Inc. (“GSG”) to assist the Village in CDBG program implementation and administration; and

WHEREAS, the Village Council adopted Resolution 15-01-09, thereby authorizing GSG and the Village to enter into the certain Agreement, (the “Agreement”) for the provision of CDBG program administrative services on behalf of the Village; and
WHEREAS, on January 23, 2015, GSG and the Village entered into the Agreement for the provision of CDBG program administrative services on behalf of the Village; and

WHEREAS, a delayed environmental review process and subsequent issuance of an Authority to Use Grant Funds by the DEO resulted in delayed commencement of grant administration services by GSG on behalf of the Village; and

WHEREAS, the Village Council desires to extend the Agreement with GSG for an additional four (4) months to utilize remaining administrative funds previously authorized for expenditure by the Village Council; and

WHEREAS, the Village Council finds that approval and execution of the First Amendment to the Agreement with GSG, attached hereto as Attachment “1”, is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED, BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, ASfollows:

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

Section 2. Approval of First Amendment. The Village Council hereby approves the First Amendment between the Village and GSG for CDBG Program Administration Services, as set forth in Attachment “1”, attached hereto, together with any non-material substantive changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of First Amendment. The Village Manager is hereby authorized to execute the First Amendment attached hereto as Attachment “1”, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment and
to execute any further extensions and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman Chris Sante; second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

Mayor Deb Gillis YES
Vice Mayor Jim Mooney YES
Councilman Mike Forster YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

PASSED AND ADOPTED this 13th day of October, 2016.

DEB GILLIS, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
FIRST AMENDMENT TO AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
GOVERNMENT SERVICES GROUP, INC.

This First Amendment to the Agreement (the “First Amendment”) made and entered into this 24th day of October, 2016 between GOVERNMENT SERVICES GROUP, INC., (“Consultant”), and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation, (the “Village”).

WHEREAS, on January 23, 2015, Consultant and the Village entered into the certain Agreement, (the “Agreement”) for the provision of Community Development Block Grant Program administrative services on behalf of the Village; and

WHEREAS, the Agreement is attached hereto as Exhibit “1”; and

WHEREAS, the intent of the Agreement is to provide Community Development Block Grant program administration services on behalf of the Village; and

WHEREAS, a delayed environmental review process and subsequent issuance of an Authority to Use Grant Funds by the Florida Department of Economic Opportunity resulted in delayed commencement of grant administration services by the Consultant on behalf of the Village; and

WHEREAS, the Village Council desires to extend the Agreement with GSG for an additional four (4) months to utilize remaining administrative funds previously authorized for expenditure by the Village Council; and

WHEREAS, the parties desire to enter into this First Amendment to modify the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

***

1 Additional text is shown as underlined; deleted text is shown as strikethrough.
ARTICLE 3

TIME FOR COMPLETION

3.1 The CONSULTANT shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONSULTANT by the VILLAGE. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit “A” to this Agreement, and as may be amended pursuant to Article 11 of this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.

***

ARTICLE 11

TERM AND TERMINATION

11.1 This Agreement 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 Agreement 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.

(a) This Agreement may be terminated in whole or in part in writing by the VILLAGE for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified above.

(b) If termination for default is effected by the VILLAGE, an equitable adjustment in the price for this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work by CONSULTANT, and (2) any payment due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the VILLAGE because of CONSULTANT’s default.

(c) For any termination, the equitable adjustment shall provide for payment to CONSULTANT for services rendered and expenses incurred prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action hereunder, CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the VILLAGE all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(e) Upon termination, the VILLAGE may take over the work and may contract another party to complete the work described in this Agreement.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue
in effect for a period of eighteen (18) months from the date of execution through November 30, 2016.

11.3 — This Agreement may be extended the parties hereto for an additional period of one hundred and eighty (180) days subject to the provisions of Article 10 hereof.

*****

Section 2. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set for the herein.

Section 3. Effective Date. This First Amendment shall be effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Seth Lawless, Village Manager

Date: 10-17-16

AUTHENTICATION:

Kelly Tooh, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS, ONLY

Roget V. Bryan, Village Attorney
CONSULTANT

GOVERNMENT SERVICES GROUP, INC.

WITNESSES:

By: Camille P. Tharpe, President

Date: October 24, 2016

ATTEST:

SECRETARY

STATE OF FLORIDA  )
COUNTY OF Leon  )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Camille P. Tharpe as Sr. Vice President of Government Services Group, Inc., a Florida corporation, and acknowledged executed the foregoing Amendment as the proper official of ________________, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of October, 2016.

NOTARY PUBLIC

My Commission Expires:

August 31, 2017
AGREEMENT

THIS IS AN AGREEMENT, dated the 23rd day of January, 2015, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

GOVERNMENT SERVICES GROUP, INC.
a for profit corporation, authorized to do business in the State of Florida, hereinafter "CONSULTANT."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE entered into a Federally funded subgrant agreement, Contract Number 15DB-OJ-11-54-02-H 19, with the State of Florida, Department of Economic Opportunity ("DEO"), for FFY 2013 Small Cities Community Development Block Grant ("CDBG") Program funding in an amount up to $700,000.00 to defray the cost of sewer hookups for eligible low to moderate income residents within the VILLAGE.

1.2 The VILLAGE is in need of an independent contractor to provide professional services related to administration of the CDBG program.

1.3 On November 13, 2014, the VILLAGE issued a Request for Proposals (RFP 15-02) for CDBG Program Administration Services.

1.4 On December 8, 2014, the VILLAGE received a Proposal from CONSULTANT to provide administration of the CDBG program within the VILLAGE.

1.5 The VILLAGE and CONSULTANT desire to enter into an Agreement for the provision of services related to CDBG program administration as set forth herein.
1.6 The Village Manager is authorized to execute an agreement with CONSULTANT for services related to CDBG program administration as set forth in the Proposal attached hereto as Exhibit "B" and as more particularly described herein.

ARTICLE 2
SCOPE OF WORK

2.1 CONSULTANT shall perform the following services and such other work as set forth in CONSULTANT's Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "B":

General Project Administration
- Develop and maintain a Project information management and filing system.
- Maintain Project books, records and documents in accordance with generally accepted accounting procedures and practices.
- Coordinate with DEO other agencies and contacts, as necessary.
- Conduct and submit environmental assessment to DEO for review.
- Develop, review and process amendments to the DEO Subgrant Agreement, as necessary.
- Manage Project schedule and monitor all Project activities to ensure compliance with DEO Subgrant Agreement.
- Provide all other necessary technical assistance.
- Provide regular written and/or verbal Project status reports to Village Staff and Village Council.
- Prepare and submit quarterly reports to DEO on behalf of the Village.
- Provide additional program updates or information as may be required by DEO and/or the Village.

Project Financial Management
- Develop and maintain a Project financial management system for receiving and disbursing sub-award funds.
- Compile and submit Request for Funds for administrative services to DEO, in coordination with Village Staff.
- Balance final Project budget and submit final close-out report to DEO, in coordination with Village Staff.
- Review subcontractor pay applications and coordinate disbursements with Village Staff.

Subcontractor Monitoring
- Advertise for subcontractor engineering and construction services and review construction bid documents for compliance.
- Assist Village staff in developing, negotiating and administering contractual agreements for public services.
- Request and obtain DEO approval of all professional services contracts for Project work.
- Conduct preconstruction conference(s).
- Request and obtain wage decisions and comply with Davis-Bacon record-keeping requirements.
3.1 The CONSULTANT shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONSULTANT by the VILLAGE. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "B" to this Agreement.

**Household Hookup Applications**
- Conduct technical review of citizen applications for Village-administered CDBG sub-award assistance.
- Provide assistance to actual and prospective citizen applicants.
- Submit list of applicants for assistance to DEO.
- Oversee citizen complaint process.

2.2 The CONSULTANT shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Section 2.1 above and CONSULTANT’s Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "B".

2.3 CONSULTANT hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards. If within twelve (12) months following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the VILLAGE.

2.5 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONSULTANT, unless CONSULTANT obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONSULTANT shall be responsible and indemnify the VILLAGE for all subcontractors’ acts, errors or omissions.

**ARTICLE 3**
**TIME FOR COMPLETION**

3.1 The CONSULTANT shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONSULTANT by the VILLAGE. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "B" to this Agreement.
3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.

ARTICLE 5
CONSULTANT'S LIABILITY INSURANCE

5.1 The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONSULTANT allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.
5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

(a) Workers' Compensation Insurance – as required by law;
(b) Comprehensive General Liability Insurance - $1,000,000 per occurrence;
(c) Automobile Liability Insurance - $1,000,000 each occurrence, Bodily Injury and Property Damage Combined.

5.6 The CONSULTANT shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONSULTANT shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONSULTANT'S INDEMNIFICATION

7.1 The CONSULTANT agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from VILLAGE in connection with the above mentioned matters, except in the event that the VILLAGE fails to pay to CONSULTANT the fees and costs as provided for in Article 4 herein.
7.2 The CONSULTANT agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:
ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement 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 Agreement 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.

(a) This Agreement may be terminated in whole or in part in writing by the VILLAGE for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified above.

(b) If termination for default is effected by the VILLAGE, an equitable adjustment in the price for this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work by CONSULTANT, and (2) any payment due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the VILLAGE because of CONSULTANT's default.

(c) For any termination, the equitable adjustment shall provide for payment to CONSULTANT for services rendered and expenses incurred prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action hereunder, CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the VILLAGE all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(e) Upon termination, the VILLAGE may take over the work and may contract another party to complete the work described in this Agreement.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue in effect for a period of eighteen (18) months from the date of execution.
11.3 This Agreement may be extended the parties hereto for an additional period of one hundred and eighty (180) days subject to the provisions of Article 10 hereof.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONSULTANT and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; VILLAGE Request for Proposals (RFP 15-02) for CDBG Program Administration Services, as set forth in and made a part of this Agreement as Exhibit "A"; CONSULTANT’s Proposal in response to RFP 15-02 for CDBG program administration services, as set forth in and made a part of this Agreement as Exhibit "B"; and all other exhibits and addenda thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, the VILLAGE makes final payment and all other pending matters are closed. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this agreement;
(b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Village.

13.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Maria Aguilar, Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023

Copy To: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33023
CONSULTANT: Camille P. Tharpe, Senior Vice President
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308

13.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 **Attorney’s Fees.** To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney’s fees and court costs in addition to any other remedy afforded by law.

13.14 **Extent of Agreement.** This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 **Waiver.** Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
14.1 Equal Employment Opportunity. During the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. CONSULTANT 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the VILLAGE setting forth the provisions of this non-discrimination clause.

(b) CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

(e) CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement 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) CONSULTANT 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) CONSULTANT 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 VILLAGE 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 CONSULTANT'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 CONSULTANT 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) CONSULTANT 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. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the VILLAGE, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

14.2 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.

14.3 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.

14.4 "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.
15.1 CONSULTANT 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.

ARTICLE 15
SECTION 3 AND AFFIRMATIVE ACTION PLAN

15.1 CONSULTANT 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.
15.2 When training and/or employment opportunity arises in connection with this project, CONSULTANT 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.

15.3 During this project, CONSULTANT will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.

15.4 CONSULTANT will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.

15.5 CONSULTANT will include applicable equal opportunity provisions in subcontracts issued in connection with this project.

15.6 CONSULTANT shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.

15.7 CONSULTANT is under no contractual or other disability, which would prevent compliance with this policy.

(This space intentionally left blank)
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its Vice-President/Director, duly authorized officer to execute same.

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria T. Aguilar, Village Manager

AUTHENTICATION:

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

Roget V. Bryan, Village Attorney
My Commission Expires:

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1 day of Jan, 2014.

NOTARY PUBLIC

STATE OF FLORIDA )
COUNTY OF MONROE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Camille P. Tharpe as Senior Vice President of Government Services Group, Inc. a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of , for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

WITNESSES:

[Signatures]

ATTEST:

[Signature]

SECRETARY

BY: Camille P. Tharpe on behalf of Government Services Group, Inc.
See attached document for Exhibit "A" 

(Request for Proposals for CDBG Program Administration Services, RFP-15-02, including Addenda No. 1 and 2)

Exhibit "A" not provided here due to the large file size. A copy of Exhibit "A" is on file with the Village Clerk and may be provided upon request.
See attached document for **Exhibit “B”**

*(Proposal for CDBG program administration submitted by Government Services Group, Inc.)*

Exhibit "B", as referenced above, was not provided here due to the document size. A copy of the proposal, Exhibit "B", is on file with the Village Clerk.