RESOLUTION NO. 16-12-88

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SECOND 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 SECOND AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A BUDGET 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, (the “Subgrant Agreement”) 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; and

WHEREAS, the $825,000 in CDBG program funding includes $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 for CDBG Program Administration Services (“RFP-15-02”); and

WHEREAS, on January 23, 2015, pursuant to adoption of Resolution No. 15-01-09, the Village entered into an Agreement with Government Services Group, Inc. (“GSG”) for the provision of CDBG Program Administration Services; and
WHEREAS, on July 8, 2016, anticipating additional time needed to complete subgrant applicant eligibility verification and bidding and construction of sewer connections for approved applicants, the Village requested a formal Modification to the Subgrant Agreement with DEO, to extend the award period end date retroactively from October 21, 2016 to October 20, 2017; and

WHEREAS, on October 24, 2016, pursuant to Resolution No. 16-10-72, the Village executed the First Amendment to the Agreement for CDBG Program Administration Services, thereby extending the term of the Agreement with GSG through November 30, 2016: and

WHEREAS, on October 31, 2016, DEO transmitted Modification Number 1 to the Subgrant Agreement to the Village, extending the award end date through October 20, 2017; and

WHEREAS, on November 7, 2016, GSG transmitted a Proposal to the Village for the continuation of CDBG program administrative services for twelve (12) additional months, through November 30, 2017, at the current monthly rate of $5,450.00; and

WHEREAS, the Village desires to extend the Agreement with GSG at the current monthly rate of $5,450.00 for an additional twelve (12) months through November 30, 2017, for a total additional cost of $65,400.00 ($54,500 in Fiscal Year 2016-2017 and $10,900 in Fiscal Year 2017-2018), for the continuation of CDBG program administrative services through the extended award period; and

WHEREAS, the Village Council finds that approval and execution of the Second Amendment to the Agreement with GSG 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, AS FALLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
Section 2. Approval of Second Amendment. The Village Council hereby approves the Second Amendment between the Village and GSG for CDBG Program Administration Services, as set forth in Exhibit “A”, 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 Second Amendment. The Village Manager is hereby authorized to execute the Second Amendment, to execute any required agreements and/or documents to implement the terms and conditions of the Second 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. Authorization of Funds Expenditure. The Village Manager is hereby authorized to expend budgeted funds for the services set forth in the Second Amendment.

Section 5. Approval of Budget Amendment. The Village Council hereby approves a Budget Amendment to increase the Affordable Housing Special Revenue Fund to reflect additional Fiscal Year 2016-2017 expenditures totaling $54,500.00.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.
Motion to adopt by Councilman Mike Forster; second by Vice Mayor Chris Sante.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

Mayor Jim Mooney               YES
Vice Mayor Chris Sante         YES
Councilman Mike Forster        YES
Councilwoman Deb Gillis        YES
Councilwoman Cheryl Meads      YES

PASSED AND ADOPTED this 15th day of December, 2016.

JIM MOONEY, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

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

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

This Second Amendment to the Agreement (the “Second Amendment”) made and entered into this 5th day of January, 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 (“CDBG”) 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, on October 24, 2016, the Village executed a First Amendment, attached hereto as Exhibit “2”, to the Agreement with GSG, extending the term of the Agreement by four (4) months to utilize remaining project funds previously authorized for expenditure by the Village Council; and

WHEREAS, on October 31, 2016, DEO transmitted Modification Number 1 to the Subgrant Agreement to the Village, extending the award end date through October 20, 2017; and

WHEREAS, on November 7, 2016, GSG transmitted a Proposal to the Village, attached hereto as Exhibit “A-1”, for the continuation of CDBG program administrative services for twelve (12) additional months, through November 30, 2017, at the current monthly rate of $5,450; and

WHEREAS, the Village Council desires to extend the Agreement with GSG at the current monthly rate of $5,450.00 for an additional twelve (12) months through November 30, 2017, for a total of $65,400.00 to provide for the continuation of CDBG program administrative services through the extended award period and for grant closeout activities; and

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second 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 4

CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONSULTANT shall be as reflected in CONSULTANT's Proposal attached hereto and made a part hereof as Exhibit "A", and as reflected in CONSULTANT's subsequent Proposal for additional services, attached hereto and made a part hereof as Exhibit "A-1". A total contract price for services hereunder is referred to as Contract Sum and shall not exceed Ninety-Eight Thousand and Ten Dollars ($98,010.00) One-Hundred Sixty-Three Thousand and Five Hundred Dollars ($163,500.00).

4.2 The VILLAGE will make payments to CONSULTANT for completed and proper work and in the amounts stated in Exhibit "A", and as amended by Exhibit "B".

4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONSULTANT other than those arising from requirements of the specifications.

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

Section 3. Effective Date. This Second 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: 12/21/14

AUTHENTICATION:

Kelly Tofte, Village Clerk

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

Rogel V. Bryan, Village Attorney

CONSULTANT
GOVERNMENT SERVICES GROUP, INC.

WITNESSES:

Camille P. Tharpe, President
Date: 1/5/17

Attest:

SECRETARY

STATE OF FLORIDA )
COUNTY OF LEON )

BEFORE ME, an officer duly authorized by law to administer oaths and take
acknowledgments, personally appeared 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 5th day of January 2016.

NOTARY PUBLIC

My Commission Expires:

Page 4 of 4
November 7, 2016

Ariana Lawson, Deputy Finance Director/Controller
Village of Islamorada
86800 Overseas Highway
Islamorada, Florida 33036

RE: Extension of Administrative Services: CDBG DEO Contract # 15DB-OJ-11-54-02-H 19

Dear Ms. Lawson:

GSG is pleased to submit this proposal to continue project management services for CDBG DEO Contract # 15DB-OJ-11-54-02-H 19. GSG has worked diligently to complete this program over the last several years, however, as you are aware, there have been a number of obstacles. The environmental review process was more cumbersome than anticipated, and the number of plumbers participating in the program was very low. Therefore, the pace of work was considerably slower than anticipated. However, GSG wants to continue our efforts in Islamorada to ensure that we connect as many low income households as possible to central waste water collection systems.

GSG proposes to continue our existing level of service at the current rate of $5,450 per month for twelve months, for a total of $65,400. A portion of this cost may be recovered from grant dollars. Of the additional costs, there is 1% remaining from the CDBG allocation for administration in the amount of $7,000. In addition, DEO has stated in email correspondence that an additional 15% may be allocated from the Village's match of $125,000 for administrative costs, or $18,750. DEO has also stated that an amendment in advance is not necessary in order to pay additional administration in this manner. Therefore, a total of $25,750 of the proposed additional $65,400 may be paid from grant and match sources.

If you have any questions about this proposal, please contact Deanna Lloyd or me at (727) 224-8444.

Sincerely,

Calvin Knowles
Senior Consultant

C: Camille Tharpe, Vice President
   Jed Johnhope, Director