RESOLUTION NO. 09-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN AGREEMENT WITH SHEILA GRIFFIN, INC. TO PROVIDE GRANT WRITING SERVICES TO THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission passed resolution 09-124 for grant writing services, which ranked Sheila Griffin Governmental Consultants, Inc. ahead of five other responders and further directed the City Manager to bring an agreement before the Commission for consideration.

WHEREAS. while the response to the RFP listed "Sheila Griffin Governmental Consultants, Inc." throughout, the Florida Division of Corporation records included therewith listed "Sheila Griffin, Inc."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached agreement for Grant Writing Services between the City of Key West and Sheila Griffin, Inc. is hereby approved for a term of one year, with two one year options in favor of the City.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the

signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of July, 2009.

Authenticated by the presiding officer and Clerk of the Commission on July 22, 2009.

Filed with the Clerk July 22, 2009.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

CITY MANAGER'S OFFICE
MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Mark Z. Finigan, Assistant City Manager

DATE: July 9, 2009

ACTION STATEMENT: Approve an Agreement between the City of Key West and Sheila Griffin Governmental Consultant, Inc. for grant writing services.

BACKGROUND:

On April 3, 2009, a Request for Qualifications (RFQ) was published for Grant Writing and Administration Services. On April 22, 2009 six (6) consultants / firms responded to the RFQ:

- Sheila Griffin Governmental Consultant, Inc.
- Langton Associates / In Rem Solutions
- Justice Research & Advocacy, Inc.
- Malcolm Pirnie
- GSP Consulting Corp.
- Angie Brewer & Associates

On May 27, 2009 the City Commission heard presentations from the six (6) qualified consultants/ firms who desired to provide grant writing and administrative services to the City. City Commission subsequently ranked the consultants/ firms and selected Sheila Griffin Governmental Consultant, Inc. as the highest ranked firm. Resolution 09-124 authorized the City Manager to negotiate a contract/agreement with the top ranked firm and required the City Manager to bring the proposed contract back to the City Commission for final approval.

PURPOSE & JUSTIFICATION:

Distribution of funding for the recently enacted Economic Stimulus Package is unlike any previous federal stimulus package. In reality, the funding process is being defined every day and the ability of the applicant to understand the funding process quickly and be in a position to respond to the myriad of requirements in an accurate and complete manner will be crucial. City Staff has and will continue to seek and apply for those grant

opportunities that are traditionally offered as part of federal and state annual appropriations.

What the City is seeking with a grant writer is that individual or firm who can demonstrate a thorough understanding of the Economic Stimulus Package funding process and can assure the City of Key West through its excellent grant writing skills maximum opportunity for award. Cooperative effort between City Staff, City Commission and the chosen individual / firm will facilitate quick identification of prioritized needs which will allow the grant writer to expeditiously make application.

FINANCIAL IMPACT:

No FY 2008-09 appropriation was made for grant writing and administrative services. To the extent services rendered for the balance of this fiscal year can be connected to specific grant efforts, appropriation will be made from the specific Funds receiving the benefit – i.e. Transit / Stormwater / General Government. Either operating contingency, cash flow reserves or transfers made within a Fund will provide the appropriation for FY 08-09. For the forthcoming Fiscal Year 2009-2010, if the proposed Agreement is approved, respective budgets anticipated to receive the benefit of the grant writer services will have an appropriation.

RECOMMENDATION:

Approve an Agreement between the City of Key West and Sheila Griffin Governmental Consultant, Inc. for grant writing services

CITY OF KEY WEST

AGREEMENT TO FURNISH GRANT WRITING SERVICES TO THE CITY OF KEY WEST

July 21, 2009

Agreement to Furnish Grant Writing Services to the City of Key West

This AGREEMENT made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and Sheila Griffin, Inc., a corporation authorized to do business in the State of Florida, whose address is P.O. Box 10003, Tallahassee, Florida 32302, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CITY engages CONSULTANT to perform those Services enumerated below and as described in CITY'S April 3, 2009 Request for Qualifications (Exhibit "A") and CONSULTANT'S Proposal (Exhibit B), dated April 18 2009. The CONSULTANT'S primary responsibilities include, but are not limited to the following:

1.1 The CONSULTANT shall monitor and track the American Recovery and Reinvestment Act of 2009, state agency grant programs and other public/private grants for funding opportunities for the CITY.

1.2 The CONSULTANT shall monitor the Florida Legislature's appropriation policy development for issues that may affect the mission and programs of the CITY.

1.3 The CONSULTANT shall coordinate and prepare all documentation related to grant and funding opportunities for the CITY.

1.4 The CONSULTANT shall commit to drawing down at least $1,200,000 in funding from federal, state or other grant opportunities each year during the term of this contract. It is agreed upon by both parties the $1,200,000 does not apply to grants the CITY has routinely applied for and annual appropriations have been awarded.

1.5 The CONSULTANTS shall receive direction and maintain regular contact with the Mayor and Commissioners of the City of Key West or their designated staff.

1.6 The CONSULTANT shall submit not later than the 5th of the month to the City Manager a detailed report of all grant opportunities identified, applications started and applications submitted by CONSULTANT the preceding month.

1.7 The CONSULTANT may be requested by the City Commission to periodically appear before the Commission to report on general and/or specific grant activity.

Article 2. Compensation

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT fees as defined as follows:

2.1 The CONSULTANT agrees to a flat fee of $4,000 per month for the term of this agreement. Additional expenses (at cost) including, travel and copies related to the scope of services will be paid by City of Key West with prior approval. CITY will holdback $1,000 of the $4,000 per month fee. CONSULTANT and CITY agree the holdback will be released at a rate of $1,000 contingent upon every $100,000 in grant funding committed up to the $1,200,000 specified in Article 1.4 above. Under no condition will the annual compensation during the term of this Agreement exceed $48,000.

2.2 The CITY agrees to remit payment to the CONSULTANT within 10 days of receipt of invoice.

2.3 All fees and shall be addressed to: Sheila Griffin, Inc., P.O. Box 10003, Tallahassee, Florida 32302

2.4 In addition to prior approval as required by Paragraph 2.1, the costs of travel, including the use of CONSULTANT'S vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with this AGREEMENT shall be in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason (s) for travel, date (s) of travel, exact time (s) of travel, and mode (s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT. There shall be no markup on expenses reimbursed under this agreement.

All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee.

Transportation by passenger vehicles supplied by CONSULTANT in connection with the work will be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both. No mileage reimbursement shall apply when the CONSULTANT is fulfilling the terms of this Agreement in Tallahassee, Florida. Both parties further agree the CONSULTANT may have other clients and will only receive mileage reimbursement for travel outside of the Tallahassee, Florida area when such travel is for the exclusive purpose of advancing the scope of services outlined under this Agreement.

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

A. The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing professional grant writing services and furnish customary services incidental thereto.

4.2. Standard of Care

A. The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by grant writers and other related consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

4.3. CONSULTANT'S Insurance

A. The CONSULTANT will maintain throughout this AGREEMENT the following insurances which are applicable (with exception of Professional Liability/Errors & Omissions which is mandatory) :

1. Worker's Compensation – statutory – in compliance with the compensation law of the State of Florida.

2. Commercial General Liability insurance with a minimum limit of liability per occurrence of one million ($1,000,000) dollars with an annual aggregate of no less than two million ($2,000,000) dollars. Evidence of any and all pending claims which may exhaust the aggregate may be requested.

3. Business Automobile Liability insurance with a minimum limit of liability per occurrence of one million ($1,000,000) dollars for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

   - Owned automobiles
   - Hired automobiles
   - Non-owned automobiles

4. Professional Liability / Errors & Omissions insurance with a minimum limit of one million ($1,000,000) dollars. Must be specific for grant writing services.

B. In addition, it is understood if at any time any of the policies required by the City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the CONSULTANT shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the CONSULTANT to furnish, deliver, and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the CONSULTANT to take out and/or maintain any required insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANT concerning indemnification.

4.5 Subconsultants

A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY.

4.6 Licenses

A. The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt.

Article 5. Obligations of the City

5.1. City-Furnished Data

A. The CITY will provide to the CONSULTANT in a timely and accurate manner all data, in the CITY'S possession, necessary for the CONSULTANT to execute those scope of services stated under Article 1.

5.2. Prompt Notice

A. The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of Consultant's services, or any defect in the work of the CONSULTANT.

Article 6. General Legal Provisions

6.1 Agreement Period

A. The duration of the agreement shall be one (1) year commencing from the date this Agreement was entered into, with an option, at the sole discretion of the CITY, to renew the agreement on an annual basis for up to two (2) years.

6.2. Reuse of Project Document; Public Records

A. Reports, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All documents shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. Nothing herein shall constitute a waiver of City's sovereign immunity rights, including, but not limited to, those expressed in Section 768.28, Florida Statutes.

B. CONSULTANT has reviewed Florida Statute section 119.07 and is otherwise knowledgeable of Florida's broad public records laws. CONSULTANT understands and agrees that all records made in connection with the services provided under or related to this agreement are public recodes as defined by Florida Statute section 119.011(11). Such records must be maintained and made available by the CONSULTANT in accordance with the public records law provisions.

6.3 Ownership of Work Product and Inventions

A. All of the work product of CONSULTANT in executing a grant opportunity under this AGREEMENT shall become the property of the CITY. The City may use the deliverables solely for the purpose for which they were intended.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule will be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West.

B. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

6.6 Third Party Beneficiaries

A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the AGREEMENT.

B. All work products will be prepared for the exclusive use of CITY for specific application as described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.7 Indemnification

A. Consultant agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards, and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the CONSULTANT, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the CITY as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the sole negligence of the City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The CONSULTANT agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

6.8 Limitation of Liability

A. CONSULTANT's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

C. This limitation of liability will apply whether CONSULTANT'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT's officers, affiliated corporations, employees, and subcontractors.

6.9 Assignment

A. Consultant shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.10 Jurisdiction and Venue

A. The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue for any such action shall be in the state court located in Key West, Monroe County, Florida.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.12 Dispute Resolution

A. The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

B. Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any dispute resolution or legal proceedings. If the CONSULTANT continues to perform, CITY shall continue to make payments in accordance with this Agreement.

Article 7. Schedules, and Signatures

This AGREEMENT, including its Exhibits, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the CITY, _____

Dated this _____ day of _____, 2009.

By: J. K. Scholl CITY MANAGER
Name Title

By: _____
Name Title

By: _____
Name Title

For the CONSULTANT,

Dated this 24 day of July, 2009.

By: President
Name Title
Sheila Griffin, Inc.