

**CITY COUNCIL AGENDA STATEMENT**



**Meeting Date:** March 9, 2021  
**To:** Honorable Mayor and Council Members  
**From:** George Garrett, City Manager

**Agenda Item:** **Resolution 2021-26** Approving A Contract Between The City Of Marathon And Deanna Lloyd For Grants management Services In An Amount Not To Exceed \$81,120.00; And Providing For An Effective Date.

**BACKGROUND & JUSTIFICATION:**

The City of Marathon has been seeking a well qualified grants manager for some time. We have now been able to acquire the services of Deanna Lloyd, who has previously done work for the City under a Contract with GSG and/or Meridian, for similar services. Ms. Lloyd is highly qualified, particularly for HUD type contracts like our CDBG, CDBG-DR, and CBG-MIT grants. She will be providing services remotely. This will not be a problem as she will have complete, secure access to the City’s computer network.

**CONSISTENCY CHECKLIST:**

	<b>Yes</b>	<b>No</b>
1. Comprehensive Plan	_____	_X_
2. Other – 2010 Sewer Mandate	_____	_X_

**FISCAL NOTE:**

The adopted FY21 Planning Department budget includes appropiraitons of \$31,476 for this position for ½ of the fiscal year.

**RECOMMENDATION:**

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2021-026**

**A RESOLUTION OF THE CITY OF MARATHON, FLORIDA,  
APPROVING A CONTRACT BETWEEN THE CITY OF MARATHON AND  
DEANNA LLOYD FOR GRANTS MANAGEMENT SERVICES IN AN  
AMOUNT NOT TO EXCEED \$81,120.00; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, The City of Marathon has been seeking a well-qualified grants manager for some time; and

**WHEREAS**, the City has now been able to acquire the services of Deanna Lloyd, who has previously done work for the City under a Contract with GSG and/or Meridian, for similar services; and

**WHEREAS**, Ms. Lloyd is highly qualified, particularly for HUD type contracts like the City's CDBG, CDBG-DR, and CBG-MIT grants; and

**WHEREAS**, Ms. Lloyd will be providing services remotely. This will not be a problem as she will have complete, secure access to the City's computer network; and

**WHEREAS**, City staff indicates that it is in the best interest of the City to approve the Contract effective retroactively to February 1, 2021,

**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.

**Section 2.** The City Council approves the Contract with Deanna Lloyd.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF MARCH, 2021.**

**THE CITY OF MARATHON, FLORIDA**

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**Luis Gonzalez, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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Steve Williams, City Attorney

ATTACHMENT "A"

CONTRACT FOR GRANT ADMINISTRATION SERVICES  
BETWEEN  
THE CITY OF MARATHON  
AND  
DEANNA LLOYD

THIS CONTRACT is made and entered into this \_\_\_\_25th\_\_\_\_ day of February, 2021.

- 1) Covenant for Services: The CITY OF MARATHON (“CITY”) does hereby Contract with DEANNA LLOYD (“CONTRACTOR”) to perform the services described herein and Deanna Lloyd does hereby agree to perform such services under the terms and conditions set forth in this Contract.
  
- 2) Scope of Services. Administration Services: Deanna Lloyd 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’s grant funding. Administration services shall include, but not be limited to:
  - a) 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.
  - b) Research, seek, identify and write Federal, State, County and private grant proposals that are applicable to the City.
  - c) Develop strategies and prioritize schedules and timelines for each identified grant.
  - d) Manage the process of submitting required post-award reports to funder(s) and assure that ongoing compliance is met.
  - e) Manage and monitor the funding agency and file a progress report with City Staff assistance, as required.
  - f) 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.
  - g) 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.
  - h) 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 will become effective upon the date of last signature. This Contract will remain in effect indefinitely at the discretion of either party and unless terminated earlier in accordance with the section title "Termination" below.
  - b) Funding for this Contract is budgeted for the Fiscal Year 2020-2021 Ad Valorem appropriation of the Marathon City Council. The City has the additional right to terminate base on a failure to appropriate for the position in future fiscal years.

4) Consideration and Method of Payment for Services

- a) Amount of Consideration. The CITY will pay Deanna Lloyd on an hourly basis at a rate of approximately \$39.00 per hour, not to exceed \$81,120 per annum. Under the terms and circumstances of this contract with the City, no additional benefits shall accrue.
- b) Deanna Lloyd shall submit timely invoices. 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) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Deanna Lloyd the undisputed portion of the invoice. Upon written request of the Finance Director, the Deanna Lloyd shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

5) 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 Deanna Lloyd will not be amended without mutual agreement of the CITY and Deanna Lloyd, formally executed in writing, subject to availability of funds.

6) 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 affected 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 Deanna Lloyd at the time of termination may be adjusted to cover any additional costs to the CITY because of Deanna Lloyd's default. For any termination, the equitable adjustment shall provide for payment to Deanna Lloyd 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 Deanna Lloyd 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, Deanna Lloyd shall:
  - i) promptly discontinue all affected work (unless the notice directs otherwise), and
  - ii) deliver or otherwise make available to the CITY all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by Deanna Lloyd 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 Deanna Lloyd to fulfill contractual obligations, it is determined that Deanna Lloyd 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 4) above.

7) Remedies: Unless otherwise provided in this Contract, all other matters in question between the CITY and Deanna Lloyd, 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.

8) Nondiscrimination: During the term of this Agreement, Deanna Lloyd shall not discriminate against any of the City's employees or the people that she otherwise work with because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

9) Contract Representatives The CITY's Contract manager for this Contract is:

10) Notices /Authorized Representatives: Any notices required as a part of this Contract 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:

George Garrett, City Manager  
City of Marathon, Florida  
9805 Overseas Highway, Marathon, Florida 33050  
305-289-4130  
garrettg@ci.marathon.fl.us

With a Copy to:

Steve Williams, City Attorney  
9805 Overseas Highway, Marathon, Florida 33050  
305-289-4130  
garrettg@ci.marathon.fl.us  
City of Marathon, Florida

Deanna S. Lloyd  
362 Pebble Creek Court  
Amherst, OH 44001  
305.395.0616  
lloyd@ci.marathon.fl.us

11) Terms and Conditions: This Contract contains all the terms and conditions agreed upon by the parties.

12) 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.

13) 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.

14) Eligibility: Deanna Lloyd certifies that it is eligible to receive state and federally funded contracts. Deanna Lloyd also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

15) 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.

16) Nonassignability: This Agreement shall not be assignable by Deanna Lloyd unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Deanna Lloyd and her familiarity with the the City's area, circumstances and desires.

17) 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.

18) Independent Contractor: Deanna Lloyd shall be and remain an independent contractor 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.

19) **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any



subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

20) **Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

The "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

"Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

a. Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

b. The CONTRACTOR consents to the City's enforcement of the CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney's fees incurred by the City.

c. The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

**d. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DIANE CLAVIER AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

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 Deanna Lloyd.

DEANNA LLOYD

Deanna Lloyd  
Deanna Lloyd

Witness: Jack C. La

THE CITY OF MARATHON

By: George Barrett  
City Manager, City of Marathon, Florida

Attest: Diane Clavier  
Diane Clavier, Clerk, City of Marathon, Florida