

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-65**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF MARATHON AND HAVEN BUSINESS SOLUTIONS INC. FOR HOUSING COORDINATOR SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Marathon of Marathon has been seeking a well-qualified housing coordinator for some time; and

WHEREAS, the City has now been able to acquire the services of Haven Business Solutions, Inc., whose President currently performs qualifications for the City of Marathon's First Time Home Buyer Assistance Program; and

WHEREAS, Haven Business Solutions, Inc., will be overseeing and maintaining the City's pool of Affordable Housing/Workforce Housing deed restricted properties through income verification; and

WHEREAS, City staff indicates that it is in the best interest of the City to approve the Contract, effective July 11, 2023,

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 Contract between the City and the Haven Business Solutions Inc. for housing coordinator services in an amount not to exceed \$60,000.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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 25TH DAY OF JULY, 2023.

THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Landry, Matlock, Smith, Still, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

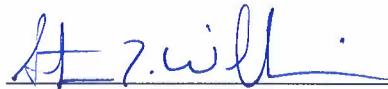
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



Steve Williams, City Attorney

ATTACHMENT "A"

CONTRACT FOR GRANT ADMINISTRATION
SERVICES BETWEEN THE CITY OF MARATHON
AND HAVEN BUSINESS SOLUTIONS, INC.

THIS CONTRACT is made and entered into this 25th day of July, 2023.

- 1) **Covenant for Services:** The CITY OF MARATHON ("CITY") does hereby Contract with HAVEN BUSINESS SOLUTIONS, INC. ("CONTRACTOR") to perform the services described herein and Joshua Mothner, it's President, does hereby agree to perform, directly oversee, and supervise such services under the terms and conditions set forth in this Contract.
- 2) **Scope of Services. Administration Services:** CONTRACTOR 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 Affordable Housing Coordinator. Administration services shall include, but not be limited to:
- a) Track, oversee, and maintain the City's pool of Affordable Housing/Workforce Housing deed restricted properties through income verification and program eligibility by working closely with property owners, employers, lending institutions, and any other resources available.
 - b) Develop, maintain, and implement policies and procedures with respect to the program.
 - c) Assist City Code enforcement activities related to affordable/workforce housing enforcement.
 - d) Develop and maintain programs to educate the public of federal, state, and local programs available to assist owners, renters, and property managers on programs that pertain to Affordable/Workforce Housing.
 - e) Manage City's First Time Home Buyer Grant to include qualifying, tracking, and documenting all aspects of this program. Manage refinances, repayments, liens, and titling by working closely with lenders, realtors, title companies, and applicants.
 - f) Track and report State and Federal Legislature activity pertaining to Affordable/Workforce housing, prepare reports defining impacts to senior staff and make recommendations.
 - g) Coordinate agenda items and make monthly reports to the City Manager and City Council on program status.
 - h) Establish and maintain relationship with Florida Housing Finance Corporation and work closely with to ensure the City's interests are protected through their rule making and development Page 7 of 8 approval process.
 - i) Maintain partnerships with for-profit and nonprofit organizations, including but not limited to Habitat for Humanity, Chamber of Commerce, Banks, Lenders, title companies, closing agents etc.
 - j) Assist in the administration of the Community Development Block Grant Program (CDBG) and assist residents with other housing programs available throughout the County, i.e., State Housing Initiatives Partnership (SHIP).

- k) Performs other duties as assigned.
- 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 2022-2023 as professional services within Planning Department appropriation of the Marathon City Council. The City has the additional right to terminate based on a failure to appropriate for the position in future fiscal year.
- 4) Consideration and Method of Payment for Services
- a) Amount of Consideration. The CITY will pay CONTRACTOR on an hourly basis at a rate of approximately \$90.00 per hour for work performed and \$60.00 per hour for travel time, not to exceed \$60,000 per annum. Under the terms and circumstances of this contract with the City, no additional benefits shall accrue.
 - b) The amount of compensation to be paid to CONTRACTOR shall be reviewed upon adoption of City of Marathon budget for Fiscal Year 2023/24, and yearly thereafter, and any changes approved pursuant to section 5 below.
 - c) CONTRACTOR 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.
 - d) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay CONTRACTOR the undisputed portion of the invoice. Upon written request of the Finance Director, CONTRACTOR 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 CONTRACTOR will not be amended without mutual agreement of the CITY and CONTRACTOR, 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) This Contract may be terminated in whole or in part in writing by the CONTRACTOR for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified above.
- d) 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 CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of CONTRACTOR's default. For any termination, the equitable adjustment shall provide for payment to CONTRACTOR 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 CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.
- e) Upon receipt of a termination action under paragraphs (1) or (2) above, CONTRACTOR 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 CONTRACTOR in performing this Contract, whether completed or in process.
- f) Upon termination, the CITY may take over the work and may award another party a Contract to complete the work described in this Contract.
- g) If, after termination for failure of CONTRACTOR to fulfill contractual obligations, it is determined that CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such an 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 CONTRACTOR, 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, Florida.

8) Nondiscrimination: During the term of this Agreement, CONTRACTOR shall not discriminate against any of the City's employees or the people that he otherwise works 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: Brian Shea.

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
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
williamss@ci.marathon.fl.us

Joshua Mothner, President of Haven Business Solutions, Inc.
490 52nd Street
Marathon, FL 33050
305-942-9519
josh@fundinthesun.com

- 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: CONTRACTOR certifies that it is eligible to receive state and federally funded contracts. CONTRACTOR 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 CONTRACTOR unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of CONTRACTOR and his familiarity with 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:** CONTRACTOR 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.

- e) 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.
- f) 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.
- g) 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.
- h) 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 CLAVIERAT 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 Joshua Mothner, President of Haven Business Solutions.

HAVEN BUSINESS SOLUTIONS, INC.

By: [Signature]
Joshua Mothner, as President

Witness: [Signature]

THE CITY OF MARATHON

By: [Signature]
George Garrett, City Manager, City of Marathon, Florida

for: Attest: [Signature]
Diane Clavier, Clerk, City of Marathon, Florida

