

**CITY OF PORT SAINT LUCIE**  
**CONTRACT #20180005 Grant Writing Services**

This CONTRACT, executed this 12 day of February, 2018, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Sustainable Strategies DC, LLC, 500 New Jersey Avenue, NW Suite 600, Washington, DC 20001, hereinafter called "Consultant", party of the second part.

**SECTION I**  
**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Consultant is a Limited Liability Company, licensed in Washington, DC, doing business in Florida; and

**WHEREAS**, the City wishes to contract for Grant Writing Services; and

**WHEREAS**, Consultant is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Consultant to perform the Work specified and in an amount agreed to below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II**  
**NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator: Procurement Management Department  
Attn: June Raymond, Buyer PMD  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL. 34984  
Telephone 772.344.4055 Fax 772.871.7337  
Email: jraymond@cityofpsl.com

City Project Manager: Neighborhood Services Department  
Michael Byrd, Grant Coordinator  
City of Port St. Lucie  
121 SW Port St. Lucie, Blvd.  
Port St. Lucie, FL 34984  
Telephone 772.871.7332 Fax 772.344.4340  
Email: byrdm@cityofpsl.com

Consultant: Sustainable Strategies DC  
Andrew Seth, President  
500 New Jersey Avenue  
Suite 600  
Washington, DC 20001  
Phone: (202) 261-9881 Fax: (202) 261-9884  
E-mail: andrew.seth@strategiesdc.com

### **SECTION III DESCRIPTION OF SERVICES TO BE PROVIDED**

Grant Writer (Consultant) agrees to perform all work pursuant to this Proposal #20180005 **Grant Writing Services**, which is incorporated herein by this reference.

The City of Port St. Lucie has procured a Consultant to assist the City in researching and identifying potential grant opportunities and; to provide strategic grant writing services associated with the completion and submission of grant applications. Upon written notice from the City, the Consultant shall perform the following services subject to the conditions and in consideration of payment as hereinafter set forth:

#### **Consultant Tasks:**

##### **Task I**

##### **Funding Needs Analysis**

- 1) Work with City staff to review grant needs identified by City departments.
- 2) Assess the validity of current funding priority areas.
- 3) Identify changes in funding/regulation in priority areas.
- 4) Identify new priority areas for funding.
- 5) Analyze newly recommended funding opportunities and examine the viability of a successful funding application.
- 6) Determine strategic partnerships to maximize effectiveness in funding opportunities.
- 7) ***Strategy Session in Port St. Lucie:*** Two (2) day strategy session in Port St. Lucie, where consultant shall connect with elected leaders, staff, and other key participants to discuss opportunities, explore options and develop strategies. The Consultant shall prepare an agenda and background materials for these meetings, in coordination with Port St. Lucie.
- 8) ***Port St. Lucie Resource Roadmap:*** The output of the strategy session in Port St. Lucie will be the creation of a robust Resource Roadmap that shall guide work in 2018 and beyond. This will consist of a matrix of federal, state, philanthropic, and private sector opportunities for funding and other resources. That matrix shall include opportunities for which the City of Port St. Lucie is both eligible and competitive, projections of likely funding ranges, discussion of matching requirements, discussion of key strategic approaches to make the City successful for those resources, identification of key officials for each resource, identification of deadlines and important preliminary steps, and recommendations on key next actions.

##### **Task II**

##### **Grant Funding Research**

- 1) Conduct research to actively assist in identifying grant resources including, but not limited to Federal, State, Foundations, Agencies and Organizations that support the City's funding needs in the following areas:
  - 1) Community/Economic Development
  - 2) Infrastructure Development and Maintenance
  - 3) Water Quality

- 4) Environmental Initiatives
  - 5) Health and Human services
  - 6) Housing Programs
  - 7) Technology
  - 8) Parks & Recreation
  - 9) Trails Development
  - 10) Arts and Cultural Affairs
  - 11) Education Partnerships
- 2) Consultant shall provide summaries of potential grants and financing resources listing the following: Name of agency, Due dates for applications, Eligibility, Brief program summary and, Level of funding available.

### **Task III**

#### **Strategic Outreach**

- 1) Assist City staff in providing strategic outreach to relevant agencies and legislative staff at the Federal and State levels with the purpose of determining how to competitively structure the City's funding requests.
- 2) Phone conferences on behalf of the City with or without relevant City staff and members of the City Council, as necessary.
- 3) Face to face meetings on behalf of the City with or without relevant City staff and members of the City Council, as necessary.
- 4) ***Implementation of the Port St. Lucie Resource Roadmap*** – Consultant shall provide services in tracking funding opportunities, grant writing, public-private partnership facilitation and building, advocacy to agencies and legislative officials, organization of stakeholder support, development of materials, grant management, and other consulting. Activities in the Scope of Services include:
  - a. Consultant shall engage with the City of Port St. Lucie's staff through monthly conference calls to provide updates on grant opportunities;
  - b. Consultant shall initiate communication with Port St. Lucie staff between monthly conference calls to advance grant proposals;
  - c. Consultant shall organize meetings in Washington, DC, throughout 2018 and beyond for Port St. Lucie elected leaders and staff to meet with senior federal leaders who can help support the community's priorities;
  - d. Consultant shall seek opportunities to bring federal, state and foundation leaders to the City of Port St. Lucie to tour projects and strengthen relationships;
  - e. Consultant shall determine with City staff which funding opportunities make sense and perform the ongoing grant services:
    - Strategic advice to help shape projects to be more competitive for federal funding;
    - Grant review of proposals that experienced Port St. Lucie staff prepare;
    - Grant writing of up to twelve (12) funding applications;
    - Organization of broad stakeholder support across the community, region, and state; and
    - Grant submission through grants.gov or other means.
  - f. Consultant shall perform other support for Port St. Lucie, including helping the community overcome grants management challenges with the federal and state agencies.
- 5) ***Meetings and Calls with Funders*** – Consultant shall organize an annual trip to Washington, DC to meet with key federal agencies and the congressional delegation to advance the City of Port St. Lucie's community priorities. These meetings will be identified based upon the grants included in the Resource Roadmap. In addition, the Consultant shall arrange periodic calls with specific

federal, state, and philanthropic funders throughout the year to brief them on local projects and learn how their resources could support the City of Port St. Lucie.

## **Task VI**

### **Grant Proposal Development and Review**

- 1) Provide grant proposal writing services associated with the completion of a maximum of twelve (12) grant applications annually on the behalf of the City of Port St. Lucie.
- 2) Preparation of funding abstracts, production and submittal of applications to funding sources.
- 3) Provide ongoing unlimited technical review of grant applications prepared and submitted by staff on an unlimited basis when requested.
- 4) A copy of each grant application package submitted for funding, in its entirety, is to be provided to the City of Port St. Lucie.
- 5) Fees for grant applications prepared by the Consultant beyond twelve (12) annually will be purchased at predetermined rates (please include a schedule of hourly rates).

## **Task V**

### **Reporting**

- 1) On a quarterly basis provide the City with summaries of potential funding opportunities related to priority areas. Summaries should include, but not be limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.
- 2) Provide an annual summary of grants the City of Port St. Lucie has applied for with the Consultant's assistance and the progress/outcome of the grant requests.

### **Additional Services:**

The Consultant's approach shall include identification of short- and long-term opportunities for funding, public-private partnerships, best practices, and other resources to implement its community priorities. Additional activities to the Scope of Services shall involve:

Consultant shall engage with City staff, first through the annual strategy session, and followed by engagement on the monthly conference calls and frequent one-on-one communication regarding specific grant opportunities. The annual strategy session will provide renewed opportunities to review Port St. Lucie and department priorities and to begin pairing those goals with appropriate funding opportunities. The frequent calls, e-mails, and other communication will allow the Consultant to provide briefings on forthcoming funding opportunities, and engage with staff on the details of specific community priorities.

Consultant shall collaborate closely with the City to prepare and submit grant applications. Consultant shall always be available to provide strategic advice to City staff on shaping projects to be competitive for funding, help organize stakeholder support for community priorities, conduct grant writing and application reviews, and advocate for the City of Port St. Lucie's projects at the state agencies, federal departments, state legislature, and Congress.

## **SECTION IV TIME OF PERFORMANCE**

Contract period shall commence 02/15/2018 and terminate 02/15/2023, which is five (5) years and one five (5) years renewal term. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the Request for Proposal has been rendered.

**SECTION V  
RENEWAL OPTION**

The Contract period will be for sixty (60) months with an option to renew for one (1) additional sixty (60) months period. In the event Consultant offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Consultant, extend this Contract for an additional sixty (60) months period.

**NOTE: Consultant may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the contract period.**

**SECTION VI  
COMPENSATION**

Total Annual lump sum: \$50,000

Lump sum shall include all expenses including travel, reimbursable items, postage, printing and so forth.

Progress Payments- The City shall divide the contracted lump sum listed above, into monthly payments as follows: 11 payments of \$4166.66 and one payment of \$4166.74. Payments are subject to approval by the Project Manager.

The Consultant shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net forty-five (45) days unless Consultant has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Project Manager.

No payment for projects shall be due until Consultant delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this contract must contain the Purchase Order number or Visa number, Contract number, contain a unique invoice number, detail of work completed including hourly rate and number of hours worked.

A proper invoice must include unique invoice number, contractor number, and detailed description of goods and services. The Consultant shall email the original invoice to APNOTIFICATIONS@CITYOFPSL.COM and a copy to the Project Manager.

**A Purchase Order constitutes as the Notice to Proceed.**

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other

related documents. The Consultant shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number, unique invoice number, and detail of services provided.

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

## **SECTION VIII CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

## **SECTION IX INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. As consideration for this indemnity provision the Consultant shall be paid the one time only sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract.

## **SECTION X SOVERIEGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION XI  
INSURANCE**

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

**Workers' Compensation Insurance & Employer's Liability:** The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

The Consultant may provide an exemption issued by the State of Florida in lieu of the Workers' Compensation Insurance & Employer's Liability requirements listed above.

**Commercial General Liability Insurance:** The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

**Additional Insured:** An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20180005 Grant Writing Services shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

**Automobile Liability Insurance:** The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

**Professional Liability:** Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

**Waiver of Subrogation:** The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

**Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$10,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent Consultants and/or subcontractors comply with the same insurance requirements referenced above.



The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

**SECTION XII**  
**ACTS OF GOD**  
N/A

**Emergencies** – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Consultant, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Consultant shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

**SECTION XIII**  
**PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION XIV**  
**COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701. The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a). Pursuant to § 119.10(2)(a), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083.

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 Consultant does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
pr@cityofpsl.com**

**SECTION XV  
CLEANING UP  
N/A**

**SECTION XVI  
INSPECTION AND CORRECTION OF DEFECTS**

**Authority** – N/A

**Notification** – N/A

**Defective Work** – N/A

**Repair or Replacement** – N/A

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Consultant(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Consultant(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Consultant(s) and/or may be deducted from payments due to the Consultant(s). Deductions thus made will not excuse the Consultant(s) from other penalties and conditions contained in the Contract.

**SECTION XVII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**Implied Warranty of Merchantability** – N/A

**Warranty and Guarantee** – N/A

**Miscellaneous Testing** – N/A

**City's Public Relations Image** – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant

involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Dress Code** – All personnel in the employ of the Consultant(s) shall be appropriately attired.

**Patent Fees, Royalties, and Licenses** – N/A

**Cooperative Purchasing Agreement** - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

**Contractual Relations** - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

**Labor and Equipment** - N/A

**Storage and Stockpiling** – N/A

**Standard Production Items** – N/A

**Erosion and Sediment Control** – N/A

**Water Resources** – N/A

**Native Vegetation** – N/A

**Sanitary Conditions** – N/A

**Access to Work** – N/A

**Foreman or Superintendent and Workmen** – N/A

**Damages** - N/A

**Damage to Property**- N/A

## **SECTION XVIII ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

## **SECTION XIX TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City

may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

## **SECTION XX**

### **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

## **SECTION XXI**

### **APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

## **SECTION XXII**

### **TRUTH-IN-NEGOTIATIONS**

N/A

## **SECTION XXIII**

### **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

## **SECTION XXIV**

### **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he or she 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 Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXV  
ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXVI  
CODE OF ETHICS**

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

**SECTION XXVII  
POLICY OF NON-DISCRIMINATION**

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXVIII  
SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXIX  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*Balance of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

SUSTAINABLE STRATEGIES DC

By: *Chey Sharahy*  
City Purchasing Agent

By: *[Signature]*  
Authorized Representative

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(Please print)

Please check one:

Personally known \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.  
(s/he)

WITNESS my hand and official seal, this 13<sup>th</sup> day of february, 2018.

*[Signature]*

Notary Signature

Notary Public State of DC at Large.

My Commission Expires 10/31/2022.

(seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Owens Insurance Agency, 7637 Leesburg Pike, Falls Church, VA 22043. CONTACT NAME: info@griffinowens.com. INSURER(S) AFFORDING COVERAGE: AmTrust North America.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City of Port St. Lucie, Port St. Lucie, FL. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.





# CERTIFICATE OF LIABILITY INSURANCE

TMG  
R022DATE (MM/DD/YYYY)  
2/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AFFINITY INS SERVICES INC/PHS 320229 P:(866) 467-8730 F:(888) 443-6112 301 WOODS PARK DRIVE CLINTON NY 13323	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(866) 467-8730	FAX (A/C, No): (888) 443-6112
<b>INSURED</b> SUSTAINABLE STRATEGIES DC, LLC 500 NEW JERSEY AVE NW FL 6 WASHINGTON DC 20001	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Sentinel Ins Co LTD		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			39 SBA BQ6951	04/21/2017	04/21/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liab						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			39 SBA BQ6951	04/21/2017	04/21/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			39 SBA BQ6951	04/21/2017	04/21/2018	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB						AGGREGATE	\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**CITY OF PORT ST LUCIE  
121 SW PORT ST LUCIE BLVD  
PORT ST LUCIE, FL 34984**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*



# Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20180447-00**

BILL TO

PLEASE SEND INVOICES TO:  
APNOTIFICATIONS@CITYOFPSL.COM

Unless otherwise specified all deliveries are for inside delivery

VENDOR

SUSTAINABLE STRATEGIES DC  
500 NEW JERSEY AVE, NW  
SUITE 600  
WASHINGTON DC 20001

SHIP TO

Neighborhood Services Code Boar  
Building A 1st Floor  
121 SW Port St. Lucie Blvd.  
PORT SAINT LUCIE FL 34984  
7728715264

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
202 261-9881		202 261-9884		543			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
02/27/2018	213267	02/15/2023				Office of Procurement Mgmt.	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	Grant Writing Consulting Serv						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	PO constitutes Notice to Proceed FOB Destination. Email all invoices to APnotifications@cityofpsl.com PO number must be on Invoice. Invoice must include same detail as PO Unit prices on invoice must equal unit prices on PO						
1	Grant Writing Consulting Services 001 .21.2135.531000.00000			6.0	EACH	\$4,166.660	\$24,999.96
2	Grant Writing Consulting Services 127 .15.1520.531000.00000			5.0	EACH	\$4,166.660	\$20,833.30
3	Grant Writing Consulting Services 127 .15.1520.531000.00000			1.0	EACH	\$4,166.740	\$4,166.74
4	Indemnification Fee 001 .21.2135.531000.00000			1.0	EACH	\$10.000	\$10.00
***Purchase Order Constitues as Notice to Proceed*** Contract: 20180005 Contract Name: Grant Writing Services Start Date: 02/15/18 End date: 02/15/23 Project time: 1825 calemdar days City Council approval date: 01/22/18							

You may find the Terms and Conditions on [www.cityofpsl.com](http://www.cityofpsl.com)

State Tax Exempt Number 85-8012667200C-5  
Federal Excise #614662

By Cheryl Shanabarger

VENDOR COPY

PO Total	<b>\$50,010.00</b>
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