

Sponsored by: Janke

**CITY OF MARATHON, FLORIDA
RESOLUTION 2003-153**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEISURE GRANTS SERVICE, INC. TO WRITE A GRANT APPLICATION FOR \$200,000 FROM THE LAND AND WATER CONSERVATION FUND FOR MARATHON COMMUNITY PARK AND MARINA FACILITIES IN THE AMOUNT OF \$24,000

WHEREAS, the City of Marathon (the "City") desires to engage the professional services of Leisure Grants Service, Inc. (the "Consultant") for the management and preparation of a grant application for improvements to Marathon Community Park; and

WHEREAS, the Consultant has proffered a Grant Planning and Generation Project Authorization for a \$200,000 Florida Department of Environmental Protection - Land and Water Conservation Fund grant; and

WHEREAS, the Consultant's fee for this Project Authorization is \$24,000; and

WHEREAS, the services to be rendered by the Consultant are professional consulting services and, therefore, exempt from the competitive bidding requirements in the City's Policies and Procedures for City Employees and Officials Regarding Purchasing (the "Purchasing Procedures").

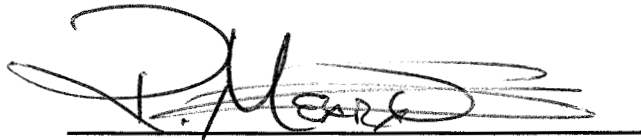
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

Section 1. The professional services agreement between the City of Marathon and Leisure Grants Service, Inc. in the amount of \$24,000, to write a grant application for \$200,000.00 from the Land and Water Conservation Fund for improvements to Marathon Community Park and Marina Facilities, 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 and legality by the City Attorney, is approved.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 23rd day of December, 2003.

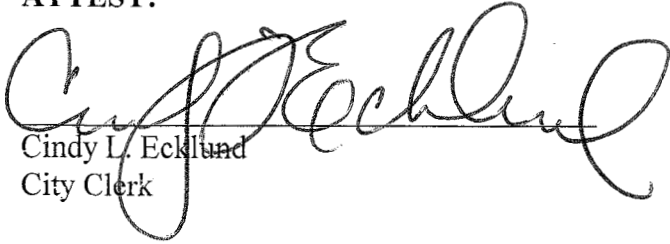
THE CITY OF MARATHON, FLORIDA



Randy Mearns, Mayor

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns
NOES: None
ABSENT: None
ABSTAIN: None

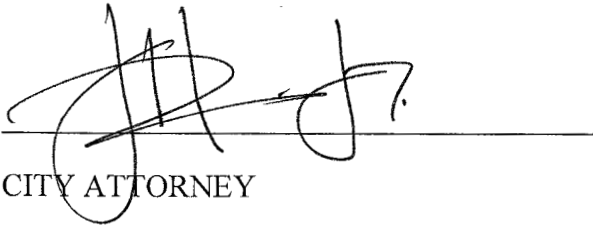
ATTEST:



Cindy L. Ecklund
City Clerk

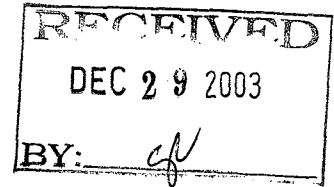
(City Seal)

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



CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
LEISURE GRANTS SERVICE, INC.**



THIS AGREEMENT is made between **LEISURE GRANTS SERVICE, INC.**, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services and fees for grants management services in obtaining funding from the Florida Department of Environmental Protection – Land and Water Conservation Fund for the Marathon Community Park Facilities (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional grant management services to the City as set forth in the Scope of Services for the Project as specified in Exhibit "A" attached to this Agreement.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a sufficient time period to complete all of the herein described grant services, unless earlier terminated in accordance with Paragraph 8. The City Manager, at his sole option, may extend this Agreement for a period of one (1) year.
- 2.2 The Consultant agrees that time is of the essence. The Consultant shall complete each deliverable for each authorized service within the applicable timeframe set forth in the applicable Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one (1) year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at the Consultant's sole expense, immediately correct the work.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, the Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any adversarial planning issues in the City. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied the application; administrative appeal or court action wherein the City is a party.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, the Consultant shall stop work on the Project unless directed otherwise by the City Manager.

8.3 In the event of termination by the City, any amounts due and owing by the City to the Consultant prior to the termination shall survive the termination and continue to be due and owing until paid in full, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City

including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement 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:

For the City: W. Scott Janke, City Manager
 City of Marathon
 10045-55 Overseas Highway
 Marathon, Florida 33050

For The Consultant: Stan A. Hemphill, President
 Leisure Grants Service, Inc.
 12300 N.W. 10th Street
 Plantation, Florida 33323-2504

14. **Governing Law.**

14.1 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.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes 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.

15.2 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. **Ownership and Access to Records and Audits.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

22.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts.**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

25. **Cooperative Procurements**

25.1 Should another municipal, county, regional, state or special district governmental agency in the State of Florida desire one or more of the herein described consulting services, the Consultant may provide such service(s) to such agency for the same services compensation outlined in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature on the following page. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and the Consultant by and through its President, whose representative has been duly authorized to execute same.

ble retroactive expenses, (3) the maximum time frame for implementation of a grant funded project, etc.

- * Obtain, analyze and secure any necessary clarification of the grant program's application forms and instructions.
- * Obtain, analyze and secure any necessary clarification of the grant program's administration forms and instructions to be used for the (1) project commencement, (2) status reports and (3) project completion of an awarded grant.
- * Attend any grant program training workshops or educational sessions, particularly as they relate to the program's (1) grant application and (2) grant administration requirements.
- * Establish and strengthen a long lasting productive relationship with the grant program administrator(s).

Grant Strategy, Management Schedule, Capital Improvements, Personnel Roles, & Application Notification

- * Conduct a grant strategy meeting with the City to outline the (1) pursuit, (2) approval, (3) implementation and (4) administration of the grant project.
- * Prepare an overall Grant Management Schedule for the (1) planning, (2) generation and (3) administration of the grant funding.
- * Analyze the site's future capital improvements and identify the optimum combination of (1) primary recreation areas and facilities and (2) support facilities and improvements that will be the most competitive through the grant program's scoring system.
- * Clarify the grant project team members' roles regarding (1) narrative and visual information items, (2) document signatures, (3) document mailings, and (4) communication channels required for the grant.
- * Notify the grant program administrator(s) that a grant application will be submitted during the forthcoming submission period.

Application Preparation

- * Prepare a detailed table of contents for the grant application.
- * Prepare a detailed list of the types, descriptions and quantities of narrative and visual information required for the grant application.
- * Gather, organize and integrate narrative data and visual documents for the grant application.
- * Prepare the grant application in a tailored manner to document the project's service and

- * Provide the draft grant agreement to the City.
- * Obtain all necessary signatures for the grant agreement.
- * Return the signed grant agreement to the grant program personnel.
- * Obtain a copy of the fully executed grant agreement from the grant program personnel.
- * Provide a copy of the fully executed grant agreement to the City.

GRANT ADMINISTRATION

Should the grant be awarded, these additional services will be provided only after the City signing a grant administration authorization for an additional \$5,500.00. The Consultant shall also prepare and submit all project commencement, progress and close-out administrative documents required by grant program administrators to determine that grant projects are acceptable and use his best efforts to obtain grant and/or other alternative revenue payments for the City. Such specific services as the following shall be:

Project Commencement

- * Gather information, prepare, obtain all necessary signatures, and submit project commencement documents.

Status Reports

- * Monitor the project's progress in view of the grant expiration date and future grant expiration grant opportunities for the City.
- * Gather information, prepare, obtain all necessary signatures, and submit project status reports.

Recognition Signs

- * Provide the necessary language for any required grant recognition sign.

Project Completion

- * Gather information, prepare, obtain all necessary signatures, and submit project completion documents.

Project Inspection

- * Facilitate the grant program personnel's inspection and acceptance of the project.