

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2008-155**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH M.T. CAUSLEY, INC. CONCERNING THE PROVISION OF SUPPLEMENTAL SERVICES FOR BUILDING DEPARTMENT TASKS IN AN AMOUNT NOT TO EXCEED \$125,000; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 13, 2000, the City of Marathon, Florida (the “City”) entered into an Agreement with M.T. Causley, Inc. (the “Contractor”) whereby Contractor has provided professional Building Code Administrator services to the City (the “Agreement”); and

**WHEREAS**, since September 13, 2000, the City and the Contractor have from year to year amended this contract to provide for terms of service so that Contractor could continue to provide professional Building Code Administrator services to the City; and

**WHEREAS**, commencing October 1, 2008, the City will provide all Building Department Services on an in-house basis; and

**WHEREAS**, should the City be in need of additional Building Department Services, the City wishes to enter into a Supplemental Agreement with M. T. Causley, Inc. concerning providing personnel for the City’s Building Department on an as needed/as available basis at fees noted in the Supplemental Agreement.

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

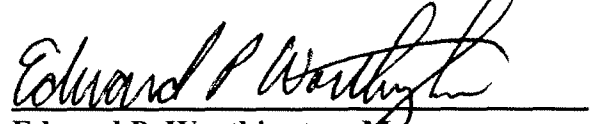
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City hereby authorizes the supplemental agreement between the City and M.T. Causley, Inc. regarding the provision of supplemental building department services to the City, in an amount not to exceed \$125,000, a copy of which is attached hereto as Exhibit “A”; together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to sign the Agreement on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 23<sup>rd</sup> day of September, 2008.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Edward P. Worthington, Mayor

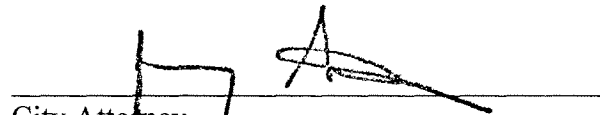
AYES: Bull, Cinque, Tempest, Vasil, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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:**

  
\_\_\_\_\_  
City Attorney

**RIDERS TO THE AGREEMENT BETWEEN  
THE CITY OF MARATHON  
AND  
M.T. CAUSLEY, INC.**

**Insurance.**

M.T. Causley shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

1. Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.
2. Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. Professional Liability: M.T. Causley shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
4. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

**Nondiscrimination.**

During the term of this Agreement, M.T. Causley shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination

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

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from M.T. Causley providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of M.T. Causley involving transactions related to this Agreement. The City may cancel this Agreement for refusal by M.T. Causley to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**Independent Contractor.**

M.T. Causley and its employees, volunteers and agents shall be and remain independent contractors 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.

**Prohibition Of Contingency Fees.**

M.T. Causley warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for M.T. Causley, 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 M.T. Causley, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Compliance with Laws.**

M.T. Causley shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement 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 M.T. Causley, signing by and through its President, who has been duly authorized to execute same.

Attest:

Diane Clavier  
Diane Clavier, City Clerk

CITY OF MARATHON  
By: Clyde Burnett  
Clyde Burnett, City Manager  
Date: 10/1/08

Approved by City Attorney  
for legal sufficiency for City  
use only:

[Signature]  
City Attorney

M.T. CAUSLEY, INC.

By: Michael T. Causley  
Michael T. Causley, President  
Date: 9/25/08



**PROPOSAL**  
September 17, 2008

To: City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

From: M.T. Causley, Inc.  
97 N.E. 15<sup>th</sup> Street  
Homestead, FL 33030

M.T. Causley proposes the following in response to a request from the City of Marathon to provide Plans Reviewers and Inspectors for the City on an as needed basis:

**M.T. Causley will supply:**

1. Personnel
  - a. Plans Review and Inspection personnel as requested by the City
  - b. Off-site Plans Review is also available on an expedited basis. Two additional signed and sealed sets of plans would be required for this process, as the City would retain the original set. Courier service fees would apply.
  - c. Qualified personnel may be provided following a natural disaster to perform damage assessment on an as needed/as available basis at additional fees as noted.
2. Transportation
3. Communication equipment: two-way radios/cellular phones
4. Photography equipment
5. Insurance
  - a. Automobile (owned and unowned)
  - b. Professional Liability, Errors and Omission
  - c. General Liability
  - d. Workman's Compensation

**City of Marathon will supply:**

1. Furnished office space
2. All stationary and necessary forms
3. Access to computers, copy machines and telephone service within the City offices

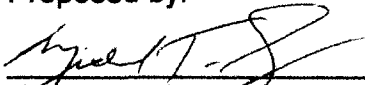
**Terms and Conditions:**

1. The term of the contract will be for one year, with a one year renewal option to include a cost of living increase.
2. Termination by either party to require 90 days notice.
3. Invoices will be submitted on the 1st of each month, payable within 30 days.
4. After 5:00 pm and Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.

**Compensation:**


As per attached rate sheet

Proposed by:

  
\_\_\_\_\_  
Michael T. Causley

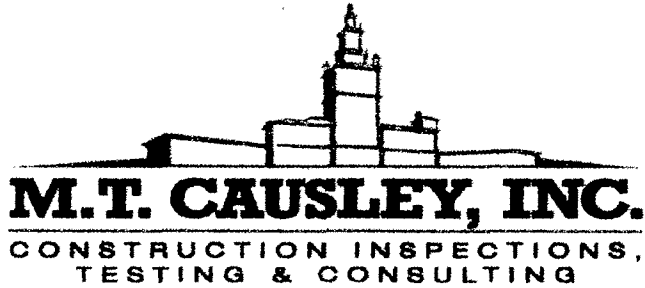
Date: 9/25/08

Accepted by:

  
\_\_\_\_\_  
Signature

CLYDE BURNETT  
\_\_\_\_\_  
Print Name

Date: 10/3/08



**CITY OF MARATHON  
RATE SHEET**

<b>All construction plans review and inspection services (excluding natural disaster events) shall be at the following rate with eight-hour minimum:</b> After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.	<b>B:</b>	<b>\$ 90 per hour</b>
	<b>MEP:</b>	<b>\$ 90 per hour</b>
	<b>A/E:</b>	<b>\$ 125 per hour</b>
<b>Certified Building Official (CBO)</b>		<b>\$ 90 per hour</b>
<b>Fire plans review shall be at the following rate:</b>		<b>\$ 110 per hour</b>
<b>Fire inspection shall be at the following rate:</b>		<b>\$ 110 per hour</b>
<b>Review and process construction plans on an as-needed basis (performed in M.T. Causley, Inc. offices) shall be at the following rate with a two-hour minimum:</b> After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.	<b>B:</b>	<b>\$ 75 per hour</b>
	<b>MEP:</b>	<b>\$ 75 per hour</b>
	<b>A/E:</b>	<b>\$ 125 per hour</b>
<b>In the event of a natural disaster, if additional personnel are required to perform construction plan review and inspection services, the rate of the additional personnel shall be at the following rate <u>plus expenses (i.e., lodging, travel, etc.):</u></b> After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.	<b>B:</b>	<b>\$ 90 per hour</b>
	<b>MEP:</b>	<b>\$ 90 per hour</b>
	<b>CBO:</b>	<b>\$ 100 per hour</b>
	<b>A/E:</b>	<b>\$ 135 per hour</b>
<b>Permit Clerk/Administrative Assistant shall be at the following rate with eight-hour minimum:</b> After 5:00 pm and on Saturdays shall be billed at one and a half times the hourly rate. Sundays and holidays shall be billed at two times the hourly rate.		<b>\$ 45 per hour</b>

- CBO:** Certified Building Official  
**B:** Building Plans Review and Inspector  
**MEP:** Mechanical, Electrical and/or Plumbing Plans Review and Inspector  
**A/E:** Architects or Engineers