### CITY OF MARATHON, FLORIDA RESOLUTION 2010-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000; WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

WHEREAS, the City Manager recommends the City Council waive the City's purchasing policies and procedures due to the sole source status of the vendor listed in Exhibit "A;" and

WHEREAS, the City Manager has authorized staff to prepare purchase orders for those items set forth on Exhibits "A" and "B" attached hereto and now wishes to bring them before City Council as a consent item.

### 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. Based upon the recommendation of the City Manager the City Council finds that the University of Northern Iowa "Camp Adventure<sup>TM</sup>" Program is a sole source vendor for one of the purchases approved herein.

**Section 3.** The City's purchasing policies and procedures are hereby waived and the City Council hereby approves the purchases set forth in Exhibits "A" and "B" attached hereto and incorporated herein.

Section 4. The City Manager or designee is authorized to execute any agreements in connection with these purchases.

This resolution shall take effect immediately upon its adoption. Section 5.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF APRIL, 2010.

THE CITY OF MARATHON, FLORIDA

Ginger Snead, Mayor

Keating, Ramsay, Worthington, Snead AYES: NOES: None Cinque ABSENT: None **ABSTAIN:** 

**ATTEST:** 

Diane Clavier, City Clerk

(City Seal)

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

City Attorney

University of Northern Iowa School of Health, Physical Education and Leisure Services

# Letter of Understanding between

University of Northern Iowa

(hereinafter referred to as "Čamp Adventure™ Child & Youth Services")

and

## the City of Marathon, Parks and Recreation Department

Price Quote: Duration of Program: Number of Program Director: Number of Counselors: \$24,500.00 Ten (10) Weeks (including one (1) week orientation) One (1) Four (4)

#### **Program Certification**

I certify that I have read through the "Proposal to Operate Summer Youth Services for the City of Marathon, Parks and Recreation Department" and understand and accept all provisions contained within, including:

The City of Marathon, Parks and Recreation Department's responsibility to provide housing at no cost to the counselors, access to reasonably priced meals, and will furnish all required supplies and services to support the program locally. I understand that housing provided will be within walking distance of the program site (or have daily transportation available).

That the Department will pay for any program related expenses to include, but not limited to field trips, snacks, arts & crafts supplies and camper T-shirts. I understand that any extraordinary circumstances (e.g. counselors have to pay to ride public transportation to work) that may affect the program implementation will be cleared and approved in advance with *Camp Adventure* Headquarters.

I understand ratios must be maintained at all times: School-Age (ages 6 years to 10 years) a maximum of 12 campers to 1 adult, although a ratio of 10 campers to 1 adult is preferred. If campers are participating in a high-risk activity the ratio should be lower.

I understand the amount of hours worked per day should be no more than 9 hours (8 hours work, 1 hour lunch) within a 24-hour period, and no more than 45 hours per week. Work may be scheduled Monday through Sunday between 0700 to 1900 (no split shifts), with two consecutive days off. I understand that if additional hours are needed, it must be pre-approved and agreed upon by staff and Susan Edginton.

I understand we are to provide *Camp Adventure* staff with a one-week orientation before they are assigned to work. Orientation should include 1) program overview, mission, goals and vision; 2) organizational structure and chain of supervision/support; 3) local rules and regulations; 4) partnership with youth program staff, and contact information; 5) introduction and review of program policies, procedures, pertinent regulations and work schedules; 6) emergency procedures, handling accidents and injuries; 7) child abuse/neglect reporting, 8) field trip guidelines; 9) aquatic safety and other local information; 10) program support to families and mission; 11) sexual harassment and substance abuse/alcohol awareness; 12) group management/discipline procedures, 13) children with special needs, 14) recognition of stress in children and coping strategies.

### **Financial Certification**

I certify that I have the authority to commit the City of Marathon, Parks and Recreation Department to the above Price Quote and agree to pay the amount in full upon receipt of an

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#### Letter of Understanding (Page 2)

office of Sponsored Program

invoice from the University of Northern Iowa's Grants and Contracts Office. 1 understand that the nature of contracting with Camp Adventure is such that some are unrecoverable after the initial implementation of the program (airfare, overhead, supplies and services) and agree to pay those costs in full even in the event that the terms of the contract are not fully met (e.g. a counselor has to leave the site before the scheduled departure date). I understand that this budget figure cannot be modified by local Camp Adventure staff members and that any request for a modification must be made in writing to the Camp Adventure Headquarters.

#### Camp Adventure<sup>™</sup> Certification

*Camp Adventure* certifies that it has read and understands any and all documentation that has been provided by the City of Marathon, Parks and Recreation Department, including but not limited to emails, facsimiles, letters and formal requests for proposals. These documents are identified under the header "Received Documentation."

*Camp Adventure* certifies that each staff member provided will have completed a forty (40) hour staff development course and has completed the required certifications to work with children (CPR & First Aid), required immunizations (MMR, Tetanus and TB Skin Test) and that all background checks have been initiated for states lived in for the last five (5) years.

*Camp Adventure* certifies that each counselor will be provided with program materials including staff handbooks, a resource card file, an activity book, summer coursework books and a camp director handbook. The program to be provided has been developed by *Camp Adventure*<sup>TM</sup> for exclusive use in the summer of 2010 by *Camp Adventure* counselors world-wide.

*Camp Adventure* certifies that it is a not-for-profit organization and that funds not used in a direct cost role are used as indirect costs supporting development, programming, marketing and administrative functions.

*Camp Adventure* certifies that if a counselor is unable to perform their duties due to an event or circumstance other than an "Unforeseen Act of Nature" (i.e. natural disaster, war, untimely illness or death) *Camp Adventure* will refund a portion of the Basic Costs, at a rate of \$200.00 per week for each week of absence (prorated per day if necessary).

Date

University of Northern Iowa Camp Adventure<sup>TM</sup> Child & Youth Services aun Dr. Julianne Gassman ssociate Director Camp Adventure

Susan R. Edginton Program Director Camp Adventure

C Paul Below

Grants & Contracts Administrator University of Northern Iowa

**Received Documentation** 

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The City of Marathon Parks and Recreation Department

Typed Name of Program Certifier and Title

Signed Name of Program Certifier

CO, CAA, FINANCE DIRECTOR

Typed Name of Financial Certifier and Title

Signed Name of Financial Certifier Date

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Item	Unit Price	Quantity	Amount Ordered per Year	Amount Spent per Year		Savings per Case with Dade Paper	Savings per Year with Dade Paper	
Paper Towels								
Dade Paper	\$18.05	1 case-30 rolls	24 cases per year	\$	433.20	\$5,90	\$	141.60
Key West Chemical	\$23.95	l case-30 rolls	24 cases per year	\$	574.80			
Staples	\$18.20	l case-15 rolls	48 cases per year	\$	873.60			
Office Depot	\$18.84	1 case-15 rolls	48 cases per year	S	904.32			
Bathroom Tissue								
Dade Paper	\$18.25	1 case-48 rolls	24 cases per year	S	438.00	\$1.72	S	41.28
Key West Chemical	\$19.97	1 case-48 rolls	24 cases per year	S	479.28			
Office Depot	\$29,49	1 case-48 rolls	24 cases per vear	\$	707.76		<u> </u>	
Staples	\$33.98	l Case-48 rolls	24 cases per year	\$	815,52			
Garbage Bags 7-10 gallon								
Dade Paper	\$10.45	1 case; 1,000 total bags	12 cases per year	\$	125.40	\$18,50	\$	222.00
Staples	\$28.95	1 case; 1,000 total bags	12 cases per year	\$	347.40			
Office Depot	\$30.51	1 case; 1,000 total bags	12 cases per year	\$	366.12			
Key West Chemical	\$39.96	1 case: 1,000 total bags	12 cases per year	\$	479,52			
Greased Lightning								
Dade Paper	\$39.78	1 case (6 individual gallons)	l cases per year	S	39.78	\$0.17	\$	0.17
Key West Chemical	\$39.95	l case (4 individual gallons)	l cases per year	\$	39.95			
Home Depot	\$28.69	Individual gallon	6 bottles per year	\$	172.14			
Staples	N/A	N/A	N/A	-	N/A			
Office Depot	N/A	N/A	N/A		N/A			
Clorox Toilet Bowl Cleaner	,							
Dade Paper	\$20.50	1 Case (12; 24oz individual bottles)	6 cases per year	S	123.00	\$9.39	\$	56,34
Office Depot	\$29.89	1 Case (12; 24oz individual bottles)	6 cases per year	\$	179.34			
Staples	\$3.29	24oz individual bottles	72 bottles per year	S	236.88			
Key West Chemical	\$40.60	1 Case (12; 24oz individual bottles)	6 cases per year	\$	243.60			
Disinfecting Wipes						******		
Dade Paper	\$27.55	1 case (12 Individual bottles 35wipes)	4 cases per year	\$	110.20	\$12.20	\$	48.80
Office Depot	\$39.75	1 case (12 Individual bottles 35wipes)	4 cases per year	\$	159.00			
Key West Chemical	\$41.95	1 Case (12 Individual bottles 35wipes)	4 cases per year	\$	167,80			
Staples	\$3.69	Individual bottles 35wipes	48 wipes per year	\$	177.12			
Hand Soap Refill								
Dade Paper	\$12.50	1 case (4 individual gallons)	l case per year	\$	12.50	\$32.45	\$	32.45
Office Depot	\$8.84	Individual gallons	4 gallons per year	\$	35,36			
Staples	\$17.49	Individual gallons	4 gailons per year	\$	69.96			

Item Key West Chemical	Unit Price \$44.95	Quantity 1 case (4 individual gallons)	Amount Ordered per Year l case per year	Amount Spent per Year		Savings per Case with Dade Paper	Savings per Year with Dade Paper	
				\$	44.95			
Dish Soap Refill								
Dade Paper	\$13.95	l case (4 individual gallons)	l case per year	\$	13.95	\$41.00	\$	41.00
Key West Chemical	\$54.95	l case (4 Individual gallons)	l case per year	\$	54.95			
Office Depot	\$18.24	Individual gallons	4 gallons per year	\$	72.96			
Staples	\$22.15	Individual gallons	4 gallons per year	\$	88.60			
Air Freshener Cans								
Dade Paper	\$24.50	1 case (12; 10oz cans)	2 cases per year	S	49.00	\$19.66	S	39.32
Office Depot	\$3.68	Individual 14oz cans	24 cans per year	\$	88.32			
Staples	\$3.99	Individual 10oz cans	24 cans per year	\$	95.76			
Key West Chemical	\$49.95	1 case (12 15oz cans)	2 cases per year	S	99.90			
Med. Latex gloves powered								
Dade Paper	\$31.05	1 case-10 boxes	3 cases per year	\$	93.15	\$18.90	\$	56.70
Key West Chemical	\$49.95	1 case-10 boxes	3 cases per year	S	149.85			
Staples	\$5.49	1 box	30 boxes per year	\$	164.70			
Office Depot	\$8.52	1 box	30 boxes per year	\$	255.60			
Facial Tissue								
Dade Paper	\$13.80	1 case; 30 boxes	2 cases per year	\$	27.60	\$4.15	\$	8.30
Office Depot	\$17.95	1 case; 30 boxes	2 cases per year	\$	35.90			
Key West Chemical	\$22.95	1 case; 30 boxes	2 cases per year	\$	45,90			
Staples	\$27.48	1 case; 30 boxes	2 cases per year	\$	54.96			
Copy Paper								
Dade Paper	\$31.01	1 case; 10 reams	120 cases per year	\$	3,721.20	\$4.30	S	516.00
Office Depot	\$35,31	1 case; 10 reams	120 cases per year	\$	4,237.20			
Staples	\$35.99	1 case; 10 reams	120 cases per year	\$	4,318.80			
Key West Chemical	N/A	N/A	N/A		N/A			
Total Savings per year using ]	Dade Paper:						\$	1,203.96