Sponsored by: Hernstadt

## CITY OF MARATHON, FLORIDA RESOLUTION 2013-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES; APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; 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 has authorized staff to prepare purchase orders for those items set forth on Exhibit "A," attached hereto and now wishes to bring them before City Council as a consent item; and

**WHEREAS**, the professional services provided by the vendor listed in Exhibit "A" are unique to the vendor, and therefore the City Manager recommends the City Council waive the City's purchasing policies and procedures due to the sole source status.

# 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" Program is a sole source vendor for the professional services approved herein. Accordingly, the City's purchasing policies and procedures are hereby waived and the City Council hereby approves the purchase set forth in Exhibit "A" attached hereto and incorporated herein.

**Section 3.** The City Manager or designee is authorized to execute any agreements in connection with this purchase and expend budgeted funds on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 26th DAY OF FEBRUARY, 2013.

THE CITY OF MARATHON, FLORIDA

Mike Cinque, Mayor

AYES:

Bull, Keating, Ramsay, Snead, Cinque

NOES:

None

ABSENT:

None

ABSTAIN:

None

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

# Exhibit "A"

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

# Letter of Understanding

# University of Northern Iowa

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

#### and

# the City of Marathon, Parks and Recreation Department

Price Quote: \$23,630.00

Duration of Program: Eleven (11) Weeks (including one (1) week orientation)

Number of Program Director: One (1) Number of Counselors: Three (3)

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 6 campers to 1 adult.

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)

invoice from the University of Northern Iowa's Grants and Contracts Office. I 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>TM</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 2013 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).

University of Northern Iowa Camp Adventure <sup>™</sup> Child & Youth)Services	The City of Marathon Parks and Recreation Department
Α	Typed Name of Program Certifier and Title Wanager
Susan-R. Edginton Date Program Director Camp Adventure <sup>TM</sup>	Signed Name of Program Certifier Date  Typed Name of Financial Certifier and Title
University of Northern Iowa	Signed Name of Financial Certifier Date

Received Documentation

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## University of Northern Iowa School of Health, Physical Education and Leisure Services Camp Adventure<sup>TM</sup> Child and Youth Services

#### COST ESTIMATE SHEET

### Summer 2013 Marathon, Florida

1 Basic Costs	i <b>:</b>									
\$225.00	per Week	Х	11	Wecks	Х	3	Staff	u:	\$7,425.00	
\$275.00	per Week	Х	11	Weeks	Х	j	Program Director	1121	\$3,025.00	\$10,450.00
2 Project Dir	ector Suppo	irt (	Costs	<b>;:</b>						
\$150.00	per Staff			Staff				225	\$600.00	
\$800.00	per Ticket	Х	l	Ticket				0%	<u>\$800.00</u>	\$1,400.00
3 Transporta	tion:									
\$800.00	per Ticket	Х	4	· Staff				Page	\$3,200.00	\$3,200.00
4 Administra	ıtive & Indi	rect	Cos	ts:						
\$195.00	per Week	Х			Х	3	Staff	***	\$6,435.00	
\$195.00	per Week	х	11	Weeks	Х	I	Program Director	⇒	\$2,145.00	<u>\$8,580.00</u>
							TOTAL COSTS			\$23,630.00

### Budget Notes:

This is a budget based on the following criteria:

- 1. Three (3 Staff and I Program Director 4 staff total)
- 2. Dates are as follows:

Staff arrive on June 3, 2013 (Monday)

Orientation week June 3-7, 2013 (Monday - Friday)

Program starts on June 10, 2013 (Monday)

Program ends on August 16, 2013 (Friday)

Staff depart on August 17, 2013 (Saturday)

3. Housing arrangements and daily transportation are the responsibility of the host installation.