

RESOLUTION NO. 00-10-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AND APROVING AN AGREEMENT BETWEEN MICHAEL T. CAUSLEY INC. AND THE CITY OF MARATHON FOR PROFESSIONAL BUILDING CODE ADMINISTRATOR SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Proposal for Michael T. Causley, Inc. to provide the City of Marathon for Professional Building Code Services attached as Exhibit "A" is hereby approved.

Section 3. Providing approval, the City Attorney shall draft the agreement and the passage of this Resolution shall serve as the approval of the agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED this 13<sup>TH</sup> day of SEPT. 2000.

  
ROBERT MILLER, MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY

**Exhibit "A"**

**CITY OF MARATHON, FLORIDA**

**AGREEMENT**

**FOR**

**PROFESSIONAL BUILDING CODE ADMINISTRATOR SERVICES**

**THIS AGREEMENT**, made and entered into this 13th day of September, 2000, by and between the CITY OF MARATHON, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and M.T. CAUSLEY, Inc., a Florida corporation authorized to provide services as a Municipal Building Official, hereinafter referred to as "Contractor."

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. **SCOPE OF SERVICES.**

The Contractor shall perform professional building code administrator services for the City, pursuant to Section 468.01, et seq., Florida Statutes, (the "Services"), consisting of the following:

1. Supply a Building Official to the City;
2. Provide certified, licensed inspectors to the City every other business day, to include requested inspections, re-inspections and partial inspections as required under the Standard Building Code.
3. Provide certified licensed inspectors in the

- Marathon area on-call for emergency inspections;
4. Review and evaluation of building permit applications, Rate of Growth Ordinance ("ROGO") applications and other land development applications for compliance with all plans and applicable regulations, including the Southern Standard Building Code (the "Building Code"); Provide limited customer relations services relating to City permit applicants;
  5. Attend and make presentations at City Council meetings and other meetings as necessary;
  6. Provide services as Mechanical, Plumbing Plans Examiner and Inspector, Fire Protection, Fire Suppression, Smoke Testing and State Energy Requirements, Building and Electric Plans Examiners/Inspectors.
  7. Contractor shall provide, as requested by the City Manager, all known and reported violations (with supporting documentation) of Chapter 6 of the City Code (Buildings and Construction), and all other applicable provisions of the City Code.

## II. **COMPLETION OF SCOPE OF SERVICES.**

A. Contractor shall use his best efforts to complete the Services within reasonable time limits established by the City.

1. Contractor shall attend meetings and consultations upon 48 hours prior notice;

2. Contractor shall complete plan review approximately ten days from receipt of the application package;

3. Contractor shall perform inspections within 24 hours of request.

B. City shall provide a suitable location at space leased by City for use by Contractor for periodic on-site work.

C. City shall make available to Contractor, pertinent information concerning applications, plans, ordinances and regulations for performance of the Services.

D. Michael T. Causley, Contractor's president and sole employee, shall serve as Contractor's project manager.

### III. **CONSIDERATION.**

A. Contractor shall be paid a lump sum of \$16,000.00 per month, payable in two equal installments upon receipt and approval of an invoice from the contractor for the period August 22, 2000 through September 30, 2003.

B. Invoices shall be promptly processed for payment by City pursuant to Sec. 218.70 Fla. Stat. upon receipt of the Contractor's invoice.

C. Contractor shall be entitled to reimbursement for actual costs of copying, telephone, faxes, and courier services.

### IV. **ADDITIONAL SERVICES**

Should additional services be required, such as post catastrophic recovery, the City Manager and Contractor, upon

mutual agreement, shall have the right to provide for additional personnel at an hourly rate consistent with this agreement.

V. **WORK PRODUCT.**

All original sketches and other documents and plans that result from the provision of Services hereunder shall be the property of the City. The Contractor may retain a copy of said documents. Upon termination of this Agreement, or upon request of the City during the term of this Agreement any and all such documents shall be delivered to the City by the Contractor.

VI. **INSURANCE.**

Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with minimum policy limits for each coverage at minimums as approved by the City Manager with such coverages specifying per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage, if applicable, shall be as provided by Chapter 440, Fla. Stat. The City shall be named as an additional insured on all of the above insurance policies, unless prohibited by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the City 30 days prior to the effective date of cancellation or reduction of coverage.

VII. **ASSIGNMENT.**

This Agreement shall not be assignable by the City or Contractor.

VIII. **PROHIBITION AGAINST CONTINGENT FEES.**

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

IX. **TERMINATION.**

This Agreement may be terminated by the City upon thirty (30) days written notice at City's sole discretion without cause and by the Contractor upon sixty (60) days written notice at Contractor's sole discretion without cause. If this Agreement is terminated, the Contractor shall be paid for all acceptable work performed up to the date of termination. Unless otherwise terminated, the Agreement shall remain effective through September 30, 2001. The City may extend the Agreement for an additional term pursuant to mutual agreement of the parties.

X. **ENTIRE AGREEMENT.**

The parties hereby agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified

without the express written consent of the parties.

**XI. WARRANTIES OF CONTRACTOR.**

The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

**XII. NOTICES.**

All notices and communications to the City or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

CITY: Mr. Craig Wrathell  
Moyer & Associates  
210 North University Drive, Suite 301  
Coral Springs, Florida 33071  
Telephone: (954) 753-5841  
Facsimile: (954) 345-1292

COPY TO: Weiss Serota Helfman Pastoriza & Guedes, P.A.  
City Attorney  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Telephone: (305) 854-0800  
Facsimile: (305) 854-2323

CONTRACTOR: Michael T. Causley  
18625 S.W. 293 Terrace  
Homestead, FL 33030

**XIII. GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall

be in Monroe County, Florida.



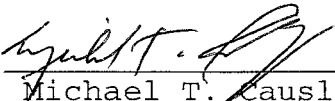
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.


CONTRACTOR:

M.T. Causley, Inc.  
18625 S.W. 293 Terrace  
Homestead, FL 33030

CITY:

City of Marathon, Florida  
11090 Overseas Highway  
Marathon, FL 33050

By:   
\_\_\_\_\_  
Michael T. Causley,  
President

By:   
\_\_\_\_\_  
Robert Miller, Mayor

FEIN: 650782808

ATTEST:

  
\_\_\_\_\_  
City Clerk

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

APPROVED: