

RESOLUTION NO. 00-10-60

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 CODE COMPLIANCE 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:

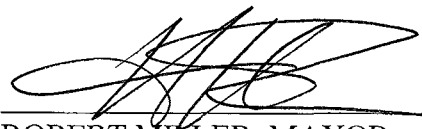
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Proposal for Michael T. Causley, Inc. to provide the City of Marathon Code Compliance 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 13TH day of SEPT. ~~August~~ 2000.




ROBERT MILLER, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

CITY OF MARATHON, FLORIDA

AGREEMENT

FOR

PROFESSIONAL CODE COMPLIANCE SERVICES

THIS AGREEMENT, made and entered into this 28TH day of NOVEMBER, 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 professional Code Compliance services, 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 Code Compliance services for the City, pursuant to Section 162, et seq., Florida Statutes, and the City's Code Compliance Regulations and policies and procedures (the "Services"), consisting of the following:

1. Supply a minimum of two (2) Code Compliance Officers who combined will provide a minimum of eighty (80) hours of Services and who will be required to:
 - a. obtain all three levels of Code Enforcement Certification within eighteen (18) months and maintain 16 hours of continuing education on a yearly basis; and
 - b. wear uniform with City seal and name of officer.
2. Provide the following equipment necessary for performances of the Services:
 - c. transportation consisting of late model small pick-up trucks with City seal prominently displayed;
 - d. communication equipment consisting of two-way radios and cellular phones;

- e. computers and software; and
 - f. photography equipment.
3. Provide private detective services necessary for performances of the Services.

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. Perform all functions of Code Compliance pursuant to City Ordinance No. 00-07-05, City policies and procedures, and Chapter 162, Florida Statutes;
- 2. Attend City Council meeting upon request of City Manager; and
- 3. Attend, prepare for and present all cases before the Code Compliance Board / Special Master.

B. City shall provide a suitable location at furnished office space leased by City for use by Contractor for periodic on-site work, telephone service for the office, and all stationary and forms necessary for performances of the Services.

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

D. Michael T. Causley shall serve as Contractor's project manager.

III. FEES FOR SERVICES.

A. Contractor shall be paid a lump sum of \$14,000.00 per month, payable in two equal installments upon receipt and approval of an invoice from the contractor.

B. Invoices shall be promptly processed for payment by City pursuant to Section 218.70, Florida Statutes 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. WORK PRODUCT.

Records made or received by the Contractor in the performance of the Services specified in this Agreement shall be the property of the City. To the extent that it applies, such records shall be subject to Section 119.07, Florida Statutes, the Florida Public Records Act. 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.

V. 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. 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, Florida Statutes. 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.

VI. ASSIGNMENT.

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

VII. 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.

VIII. 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 thirty (30) 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.

IX. 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.

X. 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.

XI. 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:

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

WITH A 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
Attention: Nina L. Boniske, Esq.
John R. Herin, Jr., Esq.

CONTRACTOR: Michael T. Causley
18625 S.W. 293 Terrace
Homestead, FL 33030
Telephone: (305) 246-0696

XII. GOVERNING LAW.

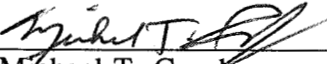
This Agreement shall be construed in accordance with the laws of the State of Florida.

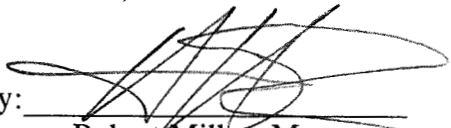
Venue for any litigation hereunder shall be in Monroe County, Florida.

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

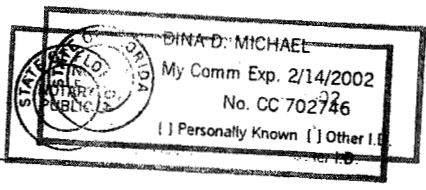
CITY:
City of Marathon, Florida
P.O. Box 500430
Islamorada, FL 33050

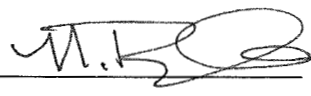
By: 
Michael T. Causley,
President

By: 
Robert Miller, Mayor

FEIN: 650782808

ATTEST: 
City Clerk



APPROVED: 
City Attorney

M.T. Causley, Inc.

Construction Inspections, Testing and Consulting

18625 S.W. 293 Terrace • Homestead, FL 33030 • Phone: 305-246-0696 • Fax: 305-242-3716

PROPOSAL

To:
City of Marathon

By:
M.T. Causley, Inc.

M.T. Causley proposes to establish and operate a Code Compliance Department for the City of Marathon as follows:

M.T. Causley will supply:

1. Personnel
 - a. required to obtain all three levels of Code Enforcement Certification and maintain 16 hours of continuing education which shall consist of:
 - Level I - Fundamentals of Code Enforcement
 - Level II - Administrative Aspects of Code Enforcement
 - Level III - Legal Issues in Code Enforcement
 - b. required to wear uniform with City seal and name of officer (as accepted by City Manager)
2. Transportation – late model small pick-up trucks with City seal prominently displayed (as accepted by City Manager)
3. Communication equipment – two way radios and cellular phones
4. Computers and software
5. Photography equipment
6. Private Detective services
7. Insurance
 - a. Automobile
 - b. Professional Liability
 - c. General Liability
 - d. Workman's Compensation

The City of Marathon will supply:

1. Furnished office space
2. All stationary and necessary forms
3. Telephone service for office

Terms and Conditions:

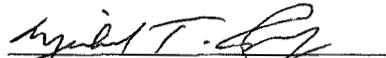
1. The term of the contract will be for three years
2. Termination by either party to require ~~60~~ days notice

30

Compensation:

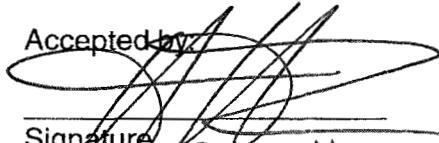
1. Option 1 to include one Code Compliance Officer for 40 hours per week and supervised by Michael Causley at a rate of \$8,600 per month
2. Option 2 to include two Code Compliance Officers for 40 hours per week and supervised by Michael Causley at a rate of \$14,000 per month

Proposed by:


Michael T. Causley

9/27/00
Date

Accepted by:


Signature ROBERT MILLER, MAYOR

9/13/2000
Date