

## CONSULTING AGREEMENT

This consulting agreement made on the 9<sup>th</sup> day of April 2013, by and between Langton Associates, Inc., and IN REM Solutions, Inc. hereinafter referred to as "Langton/IN REM", and the City of Key West, hereinafter referred to as "Client" under the following terms and conditions:

### RECITALS

1. Langton/IN REM agrees to provide professional grant writing services to Client for the term of 12 months, commencing March 6, 2013, and ending March 5, 2014. Langton/IN REM agrees to exercise its best efforts to obtain governmental grants and benefits for client, pursuant to the City of Key West Request for Proposals (RFP), #002-13, dated December 19, 2012 and the proposal submitted by Langton/IN REM, dated January 16, 2013, both incorporated by reference herein. It is understood, however, that Langton/IN REM cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to this agreement Langton/IN REM agrees to provide specific services as follows:

- a. **IN-DEPTH NEEDS ASSESSMENT.** Through on-site interviews with officials and staff, Client needs will be determined. Review of materials concerning the Client government, its services and structure; such as the Comprehensive Plan, Capital Improvement Plan, your Budget, etc. A list of Client needs will be matched with resources available through various programs. A Strategic Grants Plan will be developed to fund Client priority projects through various grant and loan programs.
- b. **DETERMINATION OF RELEVANT FUNDING SOURCES.** Through extensive use of internal and external resources to determine appropriate sources of funding to accomplish client goals, Langston will make recommendations for applications an on-going basis.
- c. **PREPARATION AND SUBMISSION OF GRANT APPLICATIONS.** Langton/IN REM will develop and prepare all grant applications pursued by the Client and will submit them to the appropriate funding agencies. The typical annual client pursues an average of eight to ten grants in a contract year. However, the Client desires and Langton/IN REM agrees to diligently pursue all grant opportunities desired by the Client. Langton/IN REM also provides technical assistance to Client staff who are already soliciting grants.

- d. **TECHNICAL ASSISTANCE ON GRANT ADMINISTRATION.** As a result of the experience gained in administering numerous grants, Langton/IN REM can provide client staff and contractors administering grants with expert advice that will keep them on track, upon request of Client.
- e. **PERSONALIZED GRANT RESEARCH AND CONSULTATION.** Langston shall be informed regarding government resources such as Florida Administrative Weekly and the Federal Register and shall monitor the activities of the U.S. Congress and the Florida Legislature in order to follow new programs as they are created. Langston's consultants shall attend and testify at public hearings and workshops on new programs as well as utilize an extensive company library and on-line computer databases to be informed regarding the past, present and future of a wide range of grant programs.
- f. **INTERGOVERNMENTAL RELATIONS WITH FEDERAL AND STATE GOVERNMENTS.** Langton/IN REM shall act as a liaison to the funding agency before, during, and after any application is made. Through its extensive network of contacts in Washington, D.C. and Tallahassee, Florida, as well as its proximity to Tallahassee, Langston shall provide Client with the most accurate, up-to-date grantsmanship information and resources available.
- g. **BI-WEEKLY SMARTGrants E-MAIL ALERT.** Langton/IN REM shall send this document to all City staff with potential grant projects and will detail federal, state, and foundation grant opportunities announced the previous week.

3. In exchange for Langton/IN REM performing these services as established herein and devoting agency time, Client agrees to pay Langton/IN REM the sum of \$60,000.00 to be paid in twelve (12) equal installments of \$5,000.00 per month. Client agrees that payment herein shall be made monthly by the 10th day of the following month after the invoice rendered by Langton/IN REM. This fee is inclusive of travel to and from the City of Key West and grant application production costs.

4. Langton/IN REM agrees to devote the necessary time and performance of duties for Client, and shall report to the City or its designee on all matters concerning this agreement and the discharge of its scope of services. This contract may be cancelled by either party without cause with 30 days written notice to the following:

- A. As to Langton/IN REM Associates:  
Michael Langton/IN REM  
President  
4830 Atlantic Boulevard  
Jacksonville, Florida 32207

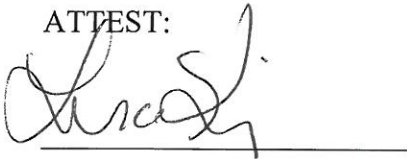
B. As to City of Key West:  
Bob Vitas  
City Manager  
3132 Flagler Avenue  
Key West, Florida 33041

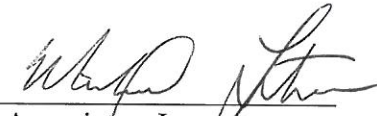
5. Extension of Agreement. This Agreement may be extended on an optional basis at the end of the term for two (2), one (1) year periods upon mutual agreement of the parties.

6. Attachment A. Insurance and Indemnification.

WHERETO, the parties have set their hands and seal effective this 10 day of April 2013.

ATTEST:



By:   
Langton Associates, Inc.  
Michael Langton/ President

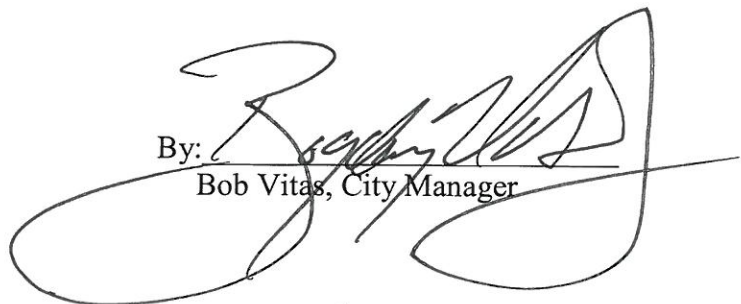
DATE: 4/9/13

By:   
IN REM Solutions, Inc.  
Lisa Mulhall

DATE: 4/9/13

ATTEST:

  
MARK FINIGAN

By:   
Bob Vitas, City Manager

DATE: 4.10.13

**ATTACHMENT A.**

**INSURANCE**

INDIVIDUAL / FIRM is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the INDIVIDUAL/FIRM shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability	\$1,000,000	Per Claim / Aggregate
Additional Umbrella Liability	\$ 2,000,000	Occurrence / Aggregate

INDIVIDUAL / FIRM shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies—excepting Professional Liability—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. INDIVIDUAL/FIRM will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the INDIVIDUAL / FIRM shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the INDIVIDUAL/FIRM who is performing any labor, services, or material under the Contract. Further, INDIVIDUAL / FIRM shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, INDIVIDUAL / FIRM's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 0002 01 A) coverage if specified by the City of Key West. INDIVIDUAL / FIRM shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

INDIVIDUAL / FIRM's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

INDIVIDUAL/FIRM will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. INDIVIDUAL/FIRM will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the INDIVIDUAL/FIRM.

**Indemnification**

To the fullest extent permitted by law, the INDIVIDUAL/FIRM expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the INDIVIDUAL/FIRM, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of INDIVIDUAL/FIRM's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the INDIVIDUAL/FIRM under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the INDIVIDUAL/FIRM or of any third party to whom INDIVIDUAL/FIRM may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
		PHONE (CAIC No Ext):	FAX (CAIC No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED Design Professional Sample		INSURER A:	
		INSURERS:	
		INSURERC:	
		INSURERD:	
		INSURERE:	
		INSURERF:	

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SU R RTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY I CLAIMS-MADE G OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Per Occurrence) \$300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS- COMP/OP AGG \$2,000,000
							\$
GEN'L AGGREGATE LIMIT APPLIES PER POLICY   PRO-JECT   LOC							
	AUTOMOBILE LIABILITY						COMBINED (Single Limit Per accident) \$1,000,000
<input checked="" type="checkbox"/>	ANY AUTO		<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS		<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>					EACH OCCURRENCE \$ ,000,000
	EXCESS LIAB		<input checked="" type="checkbox"/>				AGGREGATE \$ ,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> STY: I I JH-
							EL EACH ACCIDENT \$1,000,000
							EL DISEASE- EA EMPLOYEE \$1,000,000
							EL DISEASE- POLICY LIMIT \$1,000,000
	Professional Liability						Per Claim \$1,000,000
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 2010 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES OR  
CONTRACTORS -SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

Number of Days Notice ~~30~~ \_\_\_\_\_

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24040509

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

we 000313  
(Ed. 4-84)