

RESOLUTION NO. 03-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED A BID TO MARC HOUSE IN THE AMOUNT OF \$45,942.99 FOR LANDSCAPING AND MAINTENANCE SERVICES AT THE CITY CEMETERY; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-797(4)b. of the Code of Ordinances allows the City Manager to recommend a waiver of competitive bid due to exceptional circumstances.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of MARC House in the amount of \$45,942.99 is hereby awarded.

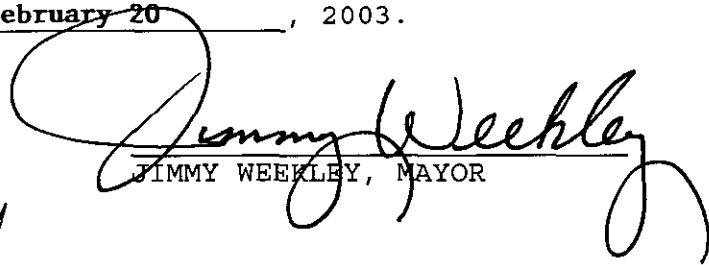
Section 2: That competitive bidding is hereby waived.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

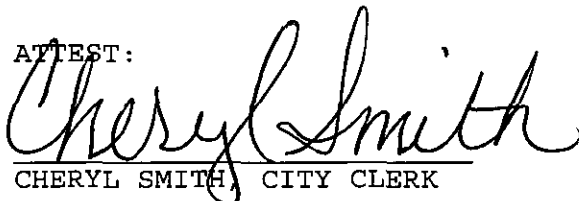
Passed and adopted by the City Commission at a meeting held this 19 day of February, 2003.

Authenticated by the presiding officer and Clerk of the Commission on February 20, 2003.

Filed with the Clerk February 20, 2003.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

AGREEMENT

This Agreement is between the City of Key West, Florida (hereinafter "CITY") and Monroe Association for Retarded Citizens, Inc., 812 Southard Street, Key West, Florida, 33040 (hereinafter "MARC").

WITNESSETH:

WHEREAS, CITY desires to contract for landscape and maintenance services at the City Cemetery; and

WHEREAS, MARC agrees to provide these services;

NOW, THEREFORE, in mutual consideration of the promises contained herein, CITY and MARC agree as follows:

1. Scope of Work

- A. MARC shall provide a crew of eight (8) MARC clients with appropriate professional supervision on a sixteen hour per week basis to maintain cleanliness of the City Cemetery and assist the Public Works Department in Cemetery landscaping functions. MARC shall provide a truck and all tools, work clothing, and training and supervision for the crew.
- B. The MARC crew shall clear overgrowth, prune, trim and cut trees, hoe and remove weeds, cut and weed-whack grass, and remove all trash and cuttings to the appropriate disposal area.

2. Payment

CITY agrees to pay MARC Eight hundred eighty – three and 52/100 Dollars (\$883.52) per week. City shall pay this amount within forty-five (45) days of invoice.

3. Term

The term of this Agreement is for one (1) year from the date of execution by the parties. There may be four additional one (1) year renewals with the payment adjusted according to Consumer Price Index figures as provided by the City Finance Office. A renewal of this Agreement shall be by Resolution of the Key West City Commission.

4. Indemnification

MARC shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of MARC, its employees or agents, in the performance of this Agreement.

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, MARC shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. MARC shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY arising out of this agreement. MARC's obligation under this provision shall not be limited in any way by the agreed upon payment as shown in this Agreement, or the limit of or lack of sufficient insurance protection.

In all instances where MARC may be required to indemnify CITY, CITY shall give MARC prompt and timely notification of any claims. CITY shall not enter into any settlement agreement or otherwise terminate the action without the consent of, and at its option, participation by MARC or its legal representative.

5. Insurance

MARC agrees to provide at its expense comprehensive liability insurance insuring itself and CITY against all claims of damages or injury to persons or property arising from any reason out of its activities related to this agreement, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this Agreement. The insurance policy shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida, and shall provide a minimum of \$300,000.00 coverage for bodily injury and property damage. The CITY shall be named as an additional insured on the policy. MARC shall provide a copy of the certificate of insurance to the City Clerk within 10 days of execution of this agreement. The insurance amounts herein provided shall not in any way operate to limit or release MARC from any obligation to indemnify CITY as provided herein.

6. Termination

The parties hereto may terminate this Agreement at any time upon written notice mailed to each other at the addresses provided below. Upon such termination, CITY shall not be obligated to make any further payments to MARC, other than money due and payable at the time of termination.

7. Address for Notices

FOR CITY

City Manager
City of Key West
PO Box 1409
Key West, FL 33041-1409

FOR MARC

Director, MARC
812 Southard Street
Key West, FL 33040

Copy to
Director of General Services
address as above

8. Independent Contractor

MARC clients shall not be deemed to be employees of CITY, and shall not accrue any of the rights of CITY's employees under CITY ordinances or personnel policies and procedures.

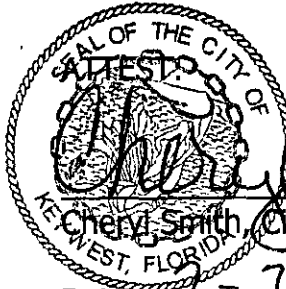
9. Jurisdiction and Severability

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. Entire Agreement

This Agreement sets forth all the covenants, promises, agreements, and understanding between CITY and MARC. No subsequent alteration, amendment, change, or addition to this agreement shall be binding upon CITY or MARC unless reduced to writing and duly executed by both parties.

THIS PART INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.



CITY OF KEY WEST

Cheryl Smith
Cheryl Smith, City Clerk

Julio Avel
Julio Avel, City Manager

Date: 2-28-03

Date: 02/28/03

MONROE ASSOCIATION FOR RETARDED CITIZENS, INC.

Shank L. Linds
President/Authorized Agent

Date: 2/28/03

MARK E. LINDAS
Print Name of Pres./Authorized Agent

Susan P. Harrison
Witness

Date: February 28, 2003



TO: JULIO AVAEL, CITY MANAGER

FROM: ROLAND S. FLOWERS, DIRECTOR GENERAL SERVICES/CITY ENGINEER

DATE: February 7, 2003

SUBJECT: MARC House Cemetery Cleaning Contract

Background:

Since 1995 the City of Key West has desired to contract services with MARC House to provide landscape and maintenance services at the City Cemetery. The City has annually budgeted funds for this highly deserving organization that has performed satisfactorily. The City Cemetery desires to continue with the services that MARC House has provided and funds are budgeted for this fiscal year.

OPTIONS:

1. Award a contract to MARC House for landscape and Maintenance Services at the City Cemetery:
 - Advantage:** MARC House provides a needed service at the City Cemetery and the City of Key West provides MARC House clients with an opportunity to earn income.
 - Disadvantage:** There isn't a disadvantage.
 - Funding:** Funding is budgeted.
2. Do not award a contract to MARC House:
 - Advantage:** The City would no longer receive contractual landscaping and maintenance services from MARC House and an additional burden would be placed on City Associates to maintain the Cemetery. The City could develop contract documents and specifications to bid the work; however, there isn't any guarantee that an organization such as MARC House would be awarded the contract.
 - Disadvantage:** The City will not be providing the MARC House clients with an opportunity to earn an income as well as receive needed landscape and maintenance services.
 - Funding:** Funding is budgeted.

RECOMMENDATION:

Award the contract to MARC House in the amount of \$45,942.00 for one year with the option for the City Manager to extend the contract if the Owner and Contractor mutually agree to a one-year time extension with options of up to four (4) additional one (1) year renewals at prices set forth in the Proposal. Annual adjustments will be made according to Consumer Price Index figures as provided by the City Financial Office.

If I can be of further assistance or you require additional information, please call at 292-8170.

RESOLUTION NO. 95-391

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND AUTHORIZING THE ATTACHED AGREEMENT BETWEEN THE CITY AND MONROE ASSOCIATION FOR RETARDED CITIZENS, INC. (MARC); PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Agreement between the City and MARC for maintenance and landscape services at the City Cemetery and at Bayview Park and other parks is hereby approved, subject to non-material changes, if any, as negotiated by the City Manager and approved by the City Attorey.

Section 2: This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 4th day of October, 1995.

Authenticated by the presiding officer and Clerk of the Commission on October 4, 1995.

Filed with the Clerk October 5, 1995.


DENNIS WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

95-391

COPY

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1995, between the City of Key West, Florida ("City"), Post Office Box 1409, Key West, Florida, 33041, and Monroe Association for Retarded Citizens, Inc., 812 Southard Street, Key West, Florida, 33040 ("MARC").

W I T N E S S E T H:

WHEREAS, City desires to contract for services in order to provide landscape and maintenance services at the City Cemetery and Bay View park.

WHEREAS, MARC is ready and able to provide said services on an immediate basis;

NOW, THEREFORE, in mutual consideration of the benefits according the parties through performance of the terms of this agreement, City and MARC agree as follows:

1. Scope of Work. MARC agrees to perform the following services:

A. Cemetery, B. Bayview Park/other park areas.

A.) Provide a crew of 8 MARC clients with appropriate professional supervision on a sixteen hour per week basis to maintain cleanliness of the City Cemetery and assist the Public Works Department in Cemetery landscaping functions. MARC shall provide a truck and all tools, work clothing, and training and supervision for the crew.

B.) Provide a crew of 3 MARC clients with appropriate professional supervision on a nine hour per week basis to maintain the landscape and cleanliness of Bayview Park of other park areas as assigned by the City Recreational Department. MARC will provide all tools, work clothing, training and supervision.

Services shall consist of:

A. Cemetery, B. Bayview Park/other park areas.

A.) Clearing overgrowth, pruning, trimming and cutting trees, hoeing weeds, cutting and weedwacking grass, and removing all trash and cutting to the cemetery dump.

B.) Picking up trash, finish grass cutting and weedwacking around playground and other structures not cut by City crew. Remove trash and landscape debris to area designated on site by the City.

2. Term of Agreement. This Agreement shall begin on October 1, 1995, and shall terminate on September 30, 1998.

3. Payment:

A. Cemetery, B. Bayview Park

A.) City agrees to pay MARC \$759.42 per work week, for the City Cemetery and B.) \$197.12 per work week for Bayview Park or other parks projects, the City further agrees to pay this amount within forty-five (45) days of invoice, unless the Agreement is terminated by either party, in which case no payments shall be made for work done subsequent to

termination. Annual adjustments will be made according to Consumer Price Index figures, July to July 96, 97, 98, as provided by the City Financial Office.

4. Indemnification. MARC agrees to indemnify, defend and hold harmless City, its officers, employees, and agents from all action, claims, penalties, and judgements or alleged to arise, out of (a) the acts or omissions of MARC, its employees, agents, independent contractors, licensees, customers, or invitees, or out of (b) MARC's operation of its business or exercise of rights conferred by this agreement. MARC shall defend City and shall pay all reasonable expenses incurred by City in defending itself, with regard to all damages and penalties City may legally be required to pay as a result of the rights granted hereunder. Expenses shall include all incidental expenses including attorney fees.

MARC's obligation hereunder shall not in any way be limited by the amounts of insurance expressly required by paragraph 8, below.

In all instances where MARC may be required to indemnify City, City shall give MARC prompt and timely notification of any claims. MARC shall have the right to select counsel and to direct the conduct of the legal action. City shall not enter into any settlement agreement or otherwise terminated the action without the consent of, and at its option, participation by MARC or its legal representative.

5. Insurance. MARC agrees to provide at its expenses comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising from any reason out of its activities related to this agreement, or otherwise arising from its exercise of rights or failure to perform obligations pursuant to this agreement. The insurance policy shall be written by a solvent insurance company in good standing and fully licensed to do business in Florida, and shall provide a minimum of \$300,000.00 coverage for bodily injury and property damage. A true copy of the insurance contract shall be filed with the City Clerk within 10 days after execution of this agreement. The insurance amounts herein provided shall not in any way operate to limit or release, or from any obligation to indemnify City as provided herein.

6. Termination. The parties hereto may terminate this Agreement at any time upon written notice to each other. Upon such termination the City shall not be obligated to make any further payments to MARC, other than money due and payable at the time of termination.

7. MARC Clients shall not be deemed to be employees of the City, and therefore shall not accrue any of the rights of City employees under City ordinances or its personal policies and procedures.

8. Captions. Headings labeling any provisions herein are for convenience only, and shall not in any way be construed as affecting, limiting, expanding, or stating the contents, meaning, or intent of the agreement.

9. Entire Agreement. This agreement sets forth all the covenants, promises, agreements, and understandings between City and MARC. No subsequent alteration, amendment, change, or addition to this agreement shall be binding upon City or MARC unless reduced to writing, and duly executed by both parties.

ATTEST:

THE CITY OF KEY WEST, FLORIDA

COPY

Josephine Parker, City Clerk

George F. Cooper, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

MONROE ASSOCIATION FOR
RETARDED CITIZENS, INC.

Diane Covan,
Acting City Attorney

By: _____
President/Authorized Agent

Witness

Witness