

## CONSULTING AGREEMENT

This consulting agreement made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and City of Key West hereinafter referred to as "Client" on the following terms and conditions:

### RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering consulting support to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, Client is in need of professional services of consulting for the purpose of obtaining various governmental grants and assistance offered by various governmental agencies and bodies, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

1. Langton agrees to provide professional consulting services to Client for the first term commencing October 1, 2019 and ending September 30, 2020. This consulting agreement may be extended for two (2) additional (1) year terms, not to exceed a total of three (3) years. Langton agrees to exercise its best efforts to obtain governmental grants and benefits for Client. It is understood, however, that Langton cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to **Exhibit A: Scope of Work** in this agreement Langton agrees to provide professional consulting services, including:

- A. Unlimited Grant Research to Client (including bi-monthly SMARTGrants™ e-mail alerts).
- B. Unlimited Grant Writing to Client (including grant application development, submission and follow-up technical assistance)

3. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in the sum of \$ \$60,000.00 to be paid in monthly installments of \$5,000.00 per month over a period of 12 months.

4. Any anticipated travel expenses and grant application production costs will be included in the monthly retainer fee and will not be billed separately to the Client.

5. Langton agrees to devote the necessary time and performance of his duties for Client.

Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

- A. As to Langton:  
4830 Atlantic Boulevard  
Jacksonville, Florida 32207
  
- B. As to Client:  
City of Key West  
1300 White Street  
Key West, FL 33040

6. Should litigation be necessary to enforce any provision of this agreement then the prevailing party shall be entitled to recover a reasonable attorney's fee from the other side subject to the Sovereign Immunity limitations of Section 768.28 Florida Statutes.

#### 7. Consultants Liability Insurance

A. The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONSULTANT allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior to written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City.

C. Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. If any of the insurance was provided on a "Claims Made" basis, coverage shall be maintained by the Consultant for a minimum of 4 years following the termination of the Agreement. In the event that insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

D. The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent operations in completing this Agreement and name the CITY as an additional insured under this policy.

E. The Consultant shall maintain the following types and amounts of insurance throughout the term of the Agreement.

1. Statutory Workers' Compensation.
2. Employers Liability with minimum limits of \$100,000/\$500,000/\$100,000.
3. Commercial General Liability with minimum limits of \$300,000.
4. Business Automobile Liability with minimum limits of \$300,000. If the Consultant does not own any vehicles, this requirement can be satisfied by endorsing their Commercial General Liability policy with "Non-Owned and Hired Automobile Liability coverage.
5. Professional Liability with minimum limits of \$1,000,000.

## 8. Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West.

B. On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits.

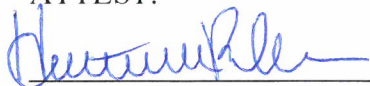
## 9. Indemnification

To the fullest extent permitted by law, the CONSULTANT 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, errors or omissions or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. 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.

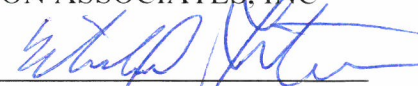
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend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

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

ATTEST:

  
\_\_\_\_\_

LANGTON ASSOCIATES, INC

BY:   
\_\_\_\_\_

Michael Langton, President

ATTEST:

\_\_\_\_\_

City of Key West, Florida

BY: \_\_\_\_\_  
James K. Scholl, City Manager

**Exhibit A**  
**SCOPE OF WORK**

1. **DETERMINATION OF RELEVANT FUNDING SOURCES.** Through extensive use of internal and external resources to determine appropriate sources of funding to accomplish client goals, Langton will make recommendations for application on an on-going basis.
2. **PERSONALIZED GRANT RESEARCH AND CONSULTATION.** Langton shall be informed regarding government resources such as Florida Administrative Register 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. Langton'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.
3. **BI-MONTHLY SMARTGrants™ E-MAIL ALERT.** Langton shall send this document to all Client staff with potential grant projects and will detail federal, state and private foundation grant opportunities announced the previous week.
4. **PREPARATION AND SUBMISSION OF GRANT APPLICATIONS.** Langton 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 (8) to ten (10) grants in a contract year. However, the Client and Langton agree to diligently pursue all grant opportunities desired by the Client. Langton also provides technical assistance to Client staff who are already soliciting grants.
5. **TECHNICAL ASSISTANCE ON GRANT ADMINISTRATION.** As a result of the experience gained in administering numerous grants, Langton can provide client staff and contractors administering grants with expert advice that will keep them on track, upon request of the Client.
6. **INTERGOVERNMENTAL RELATIONS WITH FEDERAL AND STATE GOVERNMENTS.** Langton 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, Langton shall provide Client with the most accurate, up-to-date grantsmanship information and resources available.
7. **MONTHLY PROGRESS REPORTS.** Langton shall provide a monthly progress report that includes activities completed along with the invoice for payment. Monthly progress reports include grant research, technical assistance, grants in progress, grants submitted, grants awarded and communication with staff during the billing period.

**CITY OF KEY WEST INDEMNIFICATION FORM**

The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West'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 of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

Contractor Name: Langton Associates, Inc.

SEAL:

4830 Atlantic Boulevard

Address

  
\_\_\_\_\_  
Authorized Signature

Michael Langton

Print Name

President

Title

Date: 8/20/19