Sponsored by: Garrett

CITY OF MARATHON, FLORIDA
RESOLUTION 2025-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CARLOS GARCIA, ATTENTION MEDIA LLC TO PROVIDE PUBLIC INFORMATION OFFICER (PIO) SERVICES FOR THE CITY OF MARATHON IN AN AMOUNT NOT TO EXCEED $49,500 FOR A SIX-MONTH PERIOD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") published a Request For Qualifications (RFQ) the position of Public Information Officer (PIO); and

WHEREAS, four contractors responded, and Attention Media (the "Contractor") was ranked the highest by staff and the most affordable option for a 40-hour week and the low bid was complete, and the bidder was responsive and responsible; and

WHEREAS, the City finds that accepting the low bid and entering into a contract with the Contractor is in the best interest of the City.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Contract between the City and the Contractor for PIO Services in an amount not to exceed $49,500, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF JUNE, 2025

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES: Still, Smith, Matlock, DelGaizo, Landry
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

EXHIBIT A"

CONTRACT

THIS CONTRACT is made this 11th day of June, 2025 by and between the City of Marathon, Florida (the "City") and Carlos Garcia, Attention Media LLC (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as follows: The work specified in this Section consists of the routine PIO services not limited to but including the following:

   A. Meets with City staff to provide guidance and assistance in developing comprehensive public information to increase community awareness of City programs and services. Works with City Manager and Department Heads to advise and coordinate public relations marketing efforts for major announcements or special events utilizing all media tools available including but not limited to utilizing press releases, social media (Facebook, twitter, etc.), television, and email.

   B. Works in crisis communication environment with public and private sector communications professionals.

   C. Tasks specifically, but not limited to, include the following:

      a) Attends all meetings of the Marathon City Council and attends all meetings as directed by City Manager to be informed on business and operational matters of the City.
      b) Researches, writes, and disseminates information for news releases, radio, newsletters, television, internet, intranet, social media, and other communications media.
      c) Tracks hot issues and trends concerning citizens' inquiries and requests and provides information accordingly orally and/or in writing as needed.
      d) Prepares information in formats such as brochures, posters, and charts to explain functions of City programs or operations to the general public, civic and educational groups.
      e) Designs and writes content and maintains the City's Website content: interfaces with technical staff as necessary to implement more complex projects.
      f) Take photographs and/or video for news releases and internal publications.
      g) Performs other duties as assigned.

2. **COMPENSATION/PAYMENT**

2.1 Contractor shall provide the City with an invoice on a by-weekly schedule with invoice dates on the 1st and the 15th of each month. Invoices must be submitted within five (5) days before each invoice date stating the services provided in the preceding by-weekly period.

2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month. ($8,250.00 monthly based on 40 hours per week)

2.4 In the event that all or a portion of an invoice submitted to the City for payment to the Contractor is disputed, or additional backup documentation is required, the City shall notify the Contractor within fifteen (15) working days of receipt of the invoice of such objection, modification, or additional documentation request. The Contractor shall provide the City within five (5) working days of the date of the City's notice. The City may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Contractor. The City, at its sole discretion, may pay to the Contractor the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

3. **TERM-** This Agreement shall be effective upon execution by both parties and shall continue for a term of six (6) months. The City may, at its sole option, extend this Agreement on the same or renegotiated terms and conditions for an additional term of two (2) one (1) year extensions. Such extensions shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.

4. **NON-WAIVER-** The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

5. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

   6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

7 . **INDEMNIFICATION**

   7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial an appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

   7.2. This indemnification obligation shall survive the termination of this Agreement.

   7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

   7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in, or the materials or methods used by him, on the Work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS** -The following documents shall, by this reference, be considered part of this Contract:

   Instructions to Bidders.

   All Addendums.

   Contract Agreement.

   Proposal

   Detailed Specifications.

   Qualification Statement.

   Insurance Certificates

   Licenses

9. **CONTRACTOR'S EMPLOYEES**

9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

9.2. The contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

9.4. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

9.5 Any contractor or employee of contractor that will have access to Any City of Marathon Building or the Fire Station during non-business hours or weekends must provide a clear background check by a company whose business it is to provide backgrounds to include a criminal check. The successful Bidder shall, within ten (10) days of notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and clear background checks with listing of employees who will have access to City Hall or the Fire Station.

10. **VEHICLES AND EQUIPMENT** -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

11. **INSURANCE** - Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The Contractor shall include the City as an additional insured on all insurance polices. A request for waiver may be requested if requested insurance is not applicable. The insurance coverages shall include a minimum of:

11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold the City liable for employee injury or claims.

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than $250,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

11.3 **Commercial General Liability.** Commercial general liability coverage with limits of liability of not less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

11.4 **Certificates of Insurance** shall be provided to the City at the time of execution of this Contract and certified copies provided if requested. Certificates of Insurance shall include the City as additional insured or certificate holder. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

12. **ASSIGNMENT AND AMENDMENT** -No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

13. **TERMINATION**

13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement and shall do so on the date specified in the notice of termination.

13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

14. **CHOICE OF LAW** -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 1 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 1 19, Florida Statutes. The Contractor shall retain all records associated with this Agreement in accordance with the Florida General Records Schedule GS1-SL for State and Local Government Agencies.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 305-743-0033, CITYCLERK@CI.MARATHON.FL.US or CITY OF MARATHON, FLORIDA 9805 OVERSEAS HWY MARATHON, FL 33050

17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

18. **SEVERABILITY** -If a term, provision, covenant, contract, or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

19. **WAIVER OF JURY TRIAL-** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

20. **COUNTERPARTS-** This contract may be signed by one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

21. **NOTICES/ Authorized Representatives**- Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses

For City:	George Garrett, City Manager City of Marathon, Florida 9805 Overseas Highway Marathon, Florida 33050
With a Copy to:	Steve Williams, City Attorney City of Marathon, Florida 9805 Overseas Highway Marathon, Florida 33050
Contractor:	Carlos Garcia, Owner Attention Media LLC 216 Coral Road Islamorada, FL 33036

22 **INDEPENDENT CONTRACTOR**. The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Contract. This Contract shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

23 **COMPLIANCES WITH LAWS**. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

24 **SURVIVAL OF PROVISIONS**. Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25 **PROHIBITION OF CONTINGENCY 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 Contract, 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 Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest: CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
George Garrett, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

By: _____
Steve Williams, City Attorney

Signed, sealed, and witnessed in the presence of:

CONTRACTOR:

By: _____

By: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so on its behalf.