



COUNCIL AGENDA STATEMENT

Meeting Date: March 12, 2019
To: Honorable Mayor and Councilmembers
From: Carlos A. Solis, P.E., Director of Public Works & Engineering
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-30**, Approving Amendment to Extend Grant Agreement Nos. 1659, 1867, and 2021 Between The City And The Monroe County Tourist Development Council For the Coco Plum Shoreline Restoration Project, Sombrero Beach Upgrades, and Amphitheater Improvements, And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The Monroe County Tourist Development Council awarded grants to the City of Marathon during the FY2016 and FY2017 Capital Funding cycles. The City of Marathon executed the grant agreements. Due to the impacts of Hurricane Irma, and conflicts with other work, City staff requested a time extension for the completion of the Projects to December 2019. The District III of the Tourist Development Council recommended approval at the February 27, 2019, Advisory Council meeting. The Public Works and Parks and Recreation Departments will oversee the implementation of the project with a completion date of December 31, 2019.

ATTACHMENTS

- MCTDC Grant Agreement No. 1659 Amendment 3
- MCTDC Grant Agreement No. 1867 Amendment 2
- MCTDC Grant Agreement No. 2021 Amendment 2

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u>X</u>	___
2. Other: MCTDC grant requirement	<u>X</u>	___

FISCAL NOTE:

The FY19 adopted Capital Infrastructure budget includes appropriations to complete these projects, and anticipated the grant revenue would also be received in FY19. However, due to the fiscal year end of September 30, 2019, funding for the grant revenue will be included in the FY20 budget cycle, since TDC grants are reimbursable. Appropriations for a portion of the project costs will also have to be included in the FY20 budget cycle for work completed post September 30, 2019.

RECOMMENDATION: Approval of Resolution

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-30**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AMENDMENTS TO EXTEND GRANT AGREEMENT NOS. 1659, 1867, AND 2021 BETWEEN THE CITY AND THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL FOR THE COCO PLUM SHORELINE RESTORATION PROJECT, SOMBRERO BEACH UPGRADES, AND AMPHITHEATER IMPROVEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Monroe County Tourist Development Council awarded the grants to the City of Marathon during the FY2016 and FY2017 Capital Funding; and

WHEREAS, Due to the impacts of Hurricane Irma, and conflicts with other work, City staff requested a time extension for the completion of the Projects to December 2019; and

WHEREAS, the District III of the Tourist Development Council approved the extension at their February 27, 2019, Advisory Council meeting.

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 Amendments between the City and Monroe County attached hereto as Exhibit "A," is hereby approved. The City Manager is authorized to execute any future amendments to the Grant Award Agreement and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12th DAY OF MARCH, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

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:**

David Migut, City Attorney

AMENDMENT (2nd AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this _____ day of _____ 2019, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City Marathon** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on March 23, 2016 between the parties, awarding \$125,000 to Grantee for the **Coco Plum Shoreline Restoration Project (“Agreement”)**; and

WHEREAS, there was an Amendment to Agreement on June 21, 2017 to revise the termination date of the agreement to March 31, 2018 to allow for completion of the project, and

WHEREAS, there was an Amendment to Agreement on June 18, 2018 to revise the termination date of the Agreement to December 31, 2018 due to delays relating to hurricane Irma, and

WHEREAS, it has become necessary to revise the termination date of the Agreement to December 31, 2019 due to farther delays relating to hurricane Irma, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amend Agreement as follows:

1. Paragraph 1 of the agreement shall be revised to read as follows: This Agreement is for the period of **March 23, 2016 to December 31, 2019**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated March 23, 2016.

2. Any references to termination date and submission of invoices shall be revised to read December 31, 2019.

3. The remaining provisions of the agreement dated March 23, 2016 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

The City of Marathon

Attest:

By _____
City Clerk

By _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

AMENDMENT (2nd AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this _____ day of _____ 2019, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City of Marathon** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on March 15, 2017 between the parties, awarding \$40,000 to Grantee for the **Sombrero Beach Facilities Upgrade Project (“Agreement”)**; and

WHEREAS, there was an Amendment to Agreement on July 18, 2018 to revise the termination date of the Agreement to December 31, 2017 due to delays relating to hurricane Irma; and

WHEREAS, it has become necessary to revise the termination date of the Agreement to September 30, 2019 due to farther delays relating to hurricane Irma, and

WHEREAS, it has become necessary to revise Exhibit A of the Agreement outlining scope of services for the project to remove the portion of the project pertaining to the shower drain due to funding for this portion of the project no longer being needed; and

WHEREAS, do to the reduction in the scope of services for the project, the amount of the project has been reduced to \$34,000; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amend Agreement as follows:

1. Paragraph 1 of the Agreement shall be revised to read as follows: This Agreement is for the period of **March 15, 2017 to September 30, 2019**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated March 15, 2017.

2. Paragraph 3 of the Agreement shall be revised to read as follows: 3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed **\$34,000 (Thirty Four Thousand Dollars TDC District III Funding)** for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

3. Any references to termination date and submission of invoices shall be revised to read September 30, 2019.
4. The remaining provisions of the agreement dated March 15, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

The City of Marathon

Attest:

By. _____
City Clerk

By _____
Mayor

Print Name

Print Name

Date: _____

Date: _____

REVISED EXHIBIT A

NAME OF ENTITY: City of Marathon

NAME OF PROJECT: Sombrero Beach Facilities Upgrade

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

<p>Segment #: <u>1</u></p> <p><u>Description:</u> Materials, equipment and labor required to:</p> <ul style="list-style-type: none"> • Construct approx. 12' x 20' concrete slab enclosed by approx. 6' high fence with double gates to enclose sold waste and recycle dumpsters. • Remove trampoline and cone shaped merry-go-round in current playground and replace with two (2) new units. Examples of elements of new unites to include, but not limited to: crawl tunnel, climbing rock, climbers, slides, bridges, horizontal bar and sliding pole. <p>(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)</p>	<p><u>Total Cost: \$68,000</u></p> <p><u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.</p>	<p><u>TDC portion: \$34,000</u></p>
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AMENDMENT (2nd AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this _____ day of _____ 2019, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **The City of Marathon** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on January 17, 2017 between the parties, awarding \$15,000 to Grantee for the **Amphitheatre Improvements Project (“Agreement”)**; and

WHEREAS, there was an Amendment to Agreement on July 18, 2018 to revise the termination date of the Agreement to December 31, 2018 due to delays relating to hurricane Irma, and

WHEREAS, it has become necessary to revise the termination date of the project to December 31, 2019 due to delays in finding a contractor to perform the work at a reasonable cost, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amend Agreement as follows:

1. Paragraph 1 of the agreement shall be revised to read as follows: This Agreement is for the period of **December 13, 2017 to December 31, 2019**. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 of the original Agreement dated January 17, 2017.

2. Any references to termination date and submission of invoices shall be revised to read December 31, 2019.

3. The remaining provisions of the agreement dated January 17, 2017 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

The City of Marathon

Attest:

By. _____
City Clerk

By _____
Mayor

Print Name

Print Name

Date: _____

Date: _____