

CITY COUNCIL AGENDA STATEMENT



Meeting Date: February 14, 2023

To: Honorable Mayor and Council Members

Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-22**, Approving An Extension To The Consultation Agreement Between The City Of Marathon And Noe Martinez To Provide Building Application Review Services; Providing For Necessary Building Department Funds; And Providing For An Effective Date

BACKGROUND

On or about the 28th Day of July, 2022 the City of Marathon entered into a Consultation Agreement with Mr. Noe Martinez. Said Agreement was established to terminate in six months. There is a continuing need for Mr. Martinez’ services. The extension of this Agreement is in the best interest of the City and its citizens; and

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	___X___
2. Other – 2010 Sewer Mandate	_____	___X___

FISCAL NOTE:

The FY23 Adopted Building Department Budget has appropriations of \$600,000 for outsourced Building Department Professional Services.

RECOMMENDATION:

Approval

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN EXTENSION TO THE CONSULTATION AGREEMENT BETWEEN THE CITY OF MARATHON AND NOE MARTINEZ TO PROVIDE BUILDING APPLICATION REVIEW SERVICES; PROVIDING FOR NECESSARY BUILDING DEPARTMENT FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on or about the 28th Day of July, 2022 the City of Marathon entered into a Consultation Agreement with Mr. Noe Martinez; and

WHEREAS, said Agreement was established to terminate in six months; and

WHEREAS, there is a continuing need for Mr. Martinez' services; and

WHEREAS, the extension of this Agreement is in the best interest of the City and its citizens; and

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 are incorporated herein by this reference.

Section 2. The City Council authorizes the extension of the Consultation Agreement between the City of Marathon and Noe Martinez for an additional period of six months, thereby modifying Section 1 of the Agreement attached as Exhibit "A", providing necessary Building Department funds, and subject to further extension. Expenditures are to be in an amount not-to-exceed and additional \$30,000.

Section 3. This Resolution shall take effect immediately upon the signature of both parties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14TH DAY OF FEBRUARY, 2023.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, 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:**

Steve Williams, City Attorney

CITY OF MARATHON

CONSULTATION AGREEMENT

THIS CONSULTATION AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 28 day July, 2022, by and between **THE CITY OF MARATHON**, A Florida municipal corporation, ("City") and **NOE MARTINEZ** "(Consultant").

WHEREAS, the City has identified a need to procure the services of it's previous building official to help guide and ease the transition of it's new building official; and

WHEREAS, the City desires to enter into a consultation agreement with the previous building official for consultation services for a period not to exceed six (6) months.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions herein, City and Consultant, agree and bind themselves, their successors and assigns as follows:

1. Term of Agreement

Commencing on the date of this Agreement, this Agreement shall continue until a period of six (6) months has elapsed or until there is no longer a need for continued transitional services, whichever occurs first.

2. Services Provided

The Consultant agrees to provide the City the following services:

- a. To render aid to the new building official and help train on currently existing automated systems and procedures and lessen the impact of lost institutional knowledge.
- b. To help the new building official familiarize themselves with large scale projects as well as any ongoing issues.
- c. To aid the new building official with permit application review on an as-needed basis for to be determined by the new building official.

3. Pay

The City agrees to pay to the Consultant for the services mentioned in Section 2 of this Agreement on an hourly basis at \$ 92.50 and a not-to-exceed amount of \$ 25,000.00 . Invoices for time spent by the Consultant shall be sent to the building official to be approved by the new building official and City Manager.

4. Expenses

When expenses are to be reimbursed, the same expenses that are reimbursable and the same rates that apply to City employees pursuant to §112.061, Fla. Stat. will be used to reimburse the Consultant, and only those expenses deemed reimbursable to City employees under §112.061, Fla. Stat. will be reimbursed to Consultant.

5. Financial Records

All financial records of labor costs and expenses incurred by Consultant performing work for the City shall be maintained by Consultant and made available upon request of the City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. Copies of such documents and records shall be furnished to the City upon request at direct printing cost.

6. Termination

This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with the material terms of this Agreement through no fault of the party initiating the termination.

Alternatively, this Agreement may be terminated by the City for convenience upon fourteen (14) calendar days written notice to the Consultant. In the event of termination for convenience, upon receipt of notification of the intent to terminate, the Consultant shall incur no further obligations in connection with the Agreement.

7. Assignment

Neither party may assign this Agreement without the express written consent of the other party.

8. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.


[Signature Page to follow]

IN WITNESS WHEREOF, the parties have executed this instrument on this 27 day of July, 2022.


CONSULTANT:

By: 
Its: Noe Martinez


CITY:

By: 
Its: George Garrett, City Manager

ATTEST:


for Diane Clavier, City Clerk Deputy Clerk

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


Steve Williams, City Attorney