



COUNCIL AGENDA STATEMENT

Meeting Date: May 14, 2024
To: Honorable Mayor and City Councilmembers
From: Brian Shea., Director of Planning
Through: George Garrett, City Manager

Agenda Item: **Resolution 2024-43**, Approving A Project Specific Agreement With Hurley Land Planning & Consulting, LLC. A Continuing Services Contractor For A Parks, Recreation, And Open Space Master Plan Authorizing The City Manager To Sign The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City of Marathon executed a continuous service contract “Continuing Services Agreement” between the City of Marathon, Florida and Hurley Land Planning & Consulting, LLC on March 12, 2024 through Resolution 2024-27. Hurley Land Planning & Consulting, LLC was the top ranked consultant for planning.

The City of Marathon is seeking to enter into a project specific agreement with Hurley Land Planning & Consulting, LLC. to provide consulting services for the completion of a Parks, Recreation, and Open Space Master Plan. Project Specific Agreements in excess of \$35,000 require City Council approval.

The Consultant will provide services to fully examine existing recreation and open space areas and prepare a master plan. The creation of a Master Plan is as a requirement pursuant to Policy 8-1.1.2 in the City’s Comprehensive Plan Recreation and Open Space Element to provide safe and adequate open space and recreation facilities that are accessible to all Marathon residents. The Master Plan will allow the City to efficiency ensure that sufficient facilities are maintained and developed to meet community needs through the Capital Improvements Plan. The master plan shall make recommendations, as needed, to enhance equitable access, distribution, and availability to recreational facilities or open space.

Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies, and standards for the community’s park system, open space, trails, recreation facilities, and program development. The consultant will create a product for distribution to the public that includes a comprehensive inventory, analysis of community needs, and implementation strategies. The plan shall address open space and recreational goals, objectives, and policies as identified in the City’s Comprehensive Plan as well as information from public outreach and the community needs analysis.

CONSISTENCY CHECKLIST:

Yes	No
<u> X </u>	<u> </u>

1. Comprehensive Plan

FISCAL NOTE: The adopted FY24 Planning Department Budget includes appropriations of \$60,000 for this project.

RECOMMENDATION: Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-43**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROJECT SPECIFIC AGREEMENT WITH HURLEY LAND PLANING & CONSULTING, LLC., A CONTINUING SERVICES CONTRACTOR FOR A PARKS, RECREATION, AND OPEN SPACE MASTER PLAN AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City executed a continuous service contract “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Hurley Land Planning & Consulting, LLC, (the “Consultant”) dated March 12, 2024 through Resolution 2024-27; and

WHEREAS, staff recommends that the Council approve the project specific agreement with Hurley Land Planning & Consulting, LLC. for a Parks, Recreation, and Open Space Master Plan.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The City is hereby authorized to enter into a project specific agreement with Hurley Land Planning & Consulting, LLC. For a Parks, Recreation, and Open Space Master Plan. Such project specific agreement shall be substantially in the form of the Agreement attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. The City Manager is authorized to sign the agreement.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF MAY 2024.

THE CITY OF MARATHON, FLORIDA

Robyn Still, 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

EXHIBIT “A”

PROJECT SPECIFIC AGREEMENT

Between

THE CITY OF MARATHON, FLORIDA

And

Hurley Land Planning & Consulting, LLC

For

Parks, Recreation, and Open Space Master Plan

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Hurley Land Planning & Consulting, LLC, (the “Consultant”) dated March 12, 2024 through Resolution 2024-27 this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide services to the CITY for the Project as described in the “Project Description” included in Exhibit “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit “2”.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “2”.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect one year, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written

notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "1" **\$95,000.** plus reimbursable expenses not to exceed **\$0.** Total not to exceed amount for this Work Authorization is **\$95,000.**[AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY

RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$95,000. FOR A MAXIMUM CONTRACT AMOUNT OF \$95,000.

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Hourly Not To Exceed Rate.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "1" (N/A), to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation 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 CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project 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 its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days.

If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **March 12, 2024** between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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SECTION 8 TERM/TIME OF PERFORMANCE

8.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for one year or until completion of the Project, unless otherwise terminated pursuant to provisions of this Project Specific Agreement. The City Planning Director, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extensions shall not exceed one year.

8.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.

8.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

SECTION 9 PROJECT RECORDS

9.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

9.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

9.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

9.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

9.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered works

made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

9.6 All project records shall be maintained by the Consultant and made available upon request of the City of Marathon.

9.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 10 OWNERSHIP AND ACCESS TO PUBLIC RECORDS.

10.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

10.2 The Consultant is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

- 10.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 10.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.
- 10.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **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 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

SECTION 11 E-VERIFY

11.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

IN WITNESS WHEREOF, the parties have executed this instrument on this _____ day of _____, 2024.

CONSULTANT:

CITY:

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

Diane Clavier, City Clerk

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

City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

**EXHIBIT “1”
PROJECT DESCRIPTION**

The Consultant will provide services to fully examine the existing recreation and open space areas and prepare a master plan. The master plan shall make recommendations, as needed, to enhance equitable access, distribution, and availability to recreational facilities or open space. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies, and standards for the community’s park system, open space, trails, recreation facilities, and program development.

The consultant will work closely with City staff, and other stakeholders in preparing the Parks, Recreation, and Open Space Master Plan. The consultant will create a product for distribution to the public and that includes a comprehensive inventory, analysis of community needs, and implementation strategies. The plan shall address open space and recreational goals, objectives, and policies as identified in the City’s Comprehensive Plan as well as information from public outreach and the community needs analysis.

BACKGROUND

The City of Marathon, central in the Florida Keys archipelago, is comprised of numerous islands accessed by U.S. Highway 1. The geography, weather, and physical beauty of the waters surrounding the City attract many seasonal and short-term visitors. Marathon, together with the rest of the Florida Keys, is designated an Area of Critical State Concern, pursuant to Section 380.0552, Florida Statutes. As an Area of Critical State Concern, protection of the fragile coastal and natural resources is essential. According to the American Community Survey in 2021, the city had a population of 9,622, with 1,592 of those under the age of eighteen.

Marathon Facilities:

<i>Children’s Rotary Park</i>	<i>7575 Overseas Hwy, Marathon, FL 33050</i>
<i>Coco Plum Beach</i>	<i>109 Coco Plum Dr, Marathon, FL 33050</i>
<i>Jessie Hobbs Park</i>	<i>4104 Overseas Hwy, Marathon, FL 33050</i>
<i>Oceanfront Park</i>	<i>9805 Overseas Hwy, Marathon, FL 33050</i>
<i>(Park includes a kayak launch and dog park)</i>	
<i>Marathon Community Park</i>	<i>200 Ocean, 36th St, Marathon, FL 33050</i>
<i>Skate Park at Marathon Community Park</i>	<i>200 36th St, Marathon, FL 33050</i>
<i>Sombrero Beach</i>	<i>Sombrero Beach Rd, Marathon, FL 33050</i>
<i>Sunset Bay Park on Grassy Key</i>	<i>Off of Morton St., Grassy Key</i>
<i>Quay Waterfront Park & boat ramp</i>	<i>2650 Overseas Hwy, Marathon, FL 33050</i>
<i>Seven Mile Marina</i>	<i>1090 Overseas Hwy, Marathon, FL 33050</i>

Open space conservation parcels:

The City of Marathon owns or holds conservation easements on more than 600 parcels of land which together total over 136 acres of land including environmentally sensitive areas. The City also manages land owned by the State of Florida under a long-term lease.

- **Grassy Key:** Numerous small, platted lots within Sunset Bay and Crains Subdivision as well as one larger parcel on Lake Edna;
- **Coco plum:** Large platted lots along dredge and fill finger canals; and,
- **Miscellaneous Lots:** Isolated parcels primarily along the Overseas Highway.

EXHIBIT “2”
Scope of Services and Project Schedule

1. Coordination with City Staff

The consultant will hold a meeting with City staff to establish objectives for the project, including confirming roles and responsibilities and finalizing the project methodology, scope of services, timeline and format, and content of deliverables.

Deliverables:

- 1.1. The consultant will provide written confirmation of roles and responsibilities and finalize the project methodology, scope of services, timeline and format, and content of deliverables.
- 1.2. The consultant will provide written monthly project updates to City project staff.

2. Develop and Implement a Public Involvement Strategy

Public involvement is extremely important in this process and will inform the decision-making process. The consultant will provide the following:

- (a) A comprehensive strategy and methodology and timetable for stakeholder involvement (proposed outreach process, methods of outreach, outreach tools, schedule for resident participation). This plan must include a methodology to engage traditionally underrepresented voices and community stakeholders including those with limited English proficiency, and those with disabilities in the process. The Hispanic/Latino population comprised 38.2% of the 2020 Census in the city of Marathon. Over 25% of the population speaks a language other than English with 15.5% identifying that they speak English less than well. The strategy should include multiple engagement tools such as social media, targeted stakeholder interviews, public neighborhood forums, council briefings, and resident interviews.
- (b) Facilitate a robust community involvement process among stakeholders, partners, other service providers, and community members to seek consensus regarding community priorities for:
 - Current park, trail, and open space inventory and uses.
 - Facility use and needs.
 - Desired system improvements, and
 - Expectations and preferences from various user groups.
 - Monitor and record all public feedback and maintain an online project page with Plan information.
 - Facilitate public meetings and public input tools.

Deliverables:

- 2.1. Presentation of written public engagement plan and recommendations to City project staff.
- 2.2. Written summary of the implemented public engagement program to include a record of public input. Documentation of findings related to public input, particularly related to level of service expectations and implications.

3. Collect and Analyze Data

- (a) Review current long-range plans and related documents such as, but not limited to, the City's Comprehensive Plan, Parks Master Plan, Budget, and Long-range Capital Plan;
- (b) Create an inventory of city parks and recreational facilities, including their accessibility, condition, and convenience.
- (c) Analysis of the level of service that is both feasible and aligned with the desires of residents and expressed through the public involvement process.
- (d) Review available funding and financing strategies that are options for funding future improvements.

Deliverable:

3.1. Professional report in electronic format that establishes a long-range Needs Assessment for parks, recreation, and open spaces. The Needs Assessment should evaluate and consider the availability of existing community recreational facilities that may be available for community use over a 20-year planning horizon.

4. Final Report and Presentation

The selected firm must submit a draft and final report that summarizes the findings and conclusions and includes a clear demonstration that the firm has fulfilled all of the elements contained in the agreed-upon scope of work.

The Parks, Recreation, and Open Space Master Plan may include, but are not limited to:

- (a) **Description of the Planning and Public Input Process-** The consultant will manage the public engagement and input process. The consultant will also describe the planning process and methodology involved in the Parks, Recreation, and Open Space Master Plan in this section. The final Plan must also include results from the public input process. Public Consultation and Community Outreach, Public Meetings, and Meetings with Local Officials
- (b) **Goals and Objectives-** The consultant will review with City staff the needs demonstrated by the community during the public input process. Goals and objectives for the future of parks, recreation, open space, and trails, will then be determined for the City for the next 20 years.

(c) **Recreation and Resource Inventory-** An inventory of all City-owned parks and recreation facilities must be conducted. This inventory should include the following:

- i. Park Description- Park type, park name, size in acres, physical condition, and the likely service area.
- ii. Maps- Develop a comprehensive set of park inventory maps compatible with the City's GIS (Esri ArcGIS) along with site development plans.
- iii. Parks and Recreation Area Description- Purpose and use of each park in the system.
- iv. Accessibility Assessments - Conduct an assessment of all City parks and facilities and rate their accessibility to residents and visitors with disabilities. Find areas for suggested improvements to be made to increase barrier-free accessibility in parks, facilities, and trails under the Americans with Disabilities Act, the Florida Americans with Disabilities Accessibility Implementation Act, and the Florida Building Code, Accessibility.
- v. Resource Inventory- Identify and map open space that is under protection or may be desirable for future acquisition. The City seeks to maintain an active land acquisition program and prepare a Capital Investment Plan for the acquisition of environmentally sensitive land, open space, parks, and recreation in coordination with regional, State, Federal, and private programs, including but not limited to the DEP, the Monroe County Land Authority, and other agencies with an interest in conservation lands. This Capital Investment Plan shall be incorporated into the City's Capital Improvement Program.
- vi. Grant Inventory- An inventory of all grants received by the City for parks, park projects, or conservation areas with documentation of any restrictions for property purchased through the funding mechanism such as Declarations of Restrictive Covenants or other deed restrictions for each park, property, or property group.

(d) **Governance and Funding Systems**

- i. Review current and recommend future funding strategies related to the staffing, operations, programming, enhancement, and maintenance of the parks and recreation system.
- ii. Benchmark City of Marathon's Parks and Recreation finances and investment against other comparable municipalities.

(e) **Strategic Action Plan-** The consultant will work with City staff to develop an action plan to accomplish the goals and objectives of the Parks, Recreation, and Open Space Master Plan. Specific projects that are identified during the planning process should be described along with an explanation as to how they will meet the goals and objectives of the plan. Recommendations and strategies for the implementation of goals and objectives should also be included. The plan should

address but should not be limited to accessibility, recreation programs, and special events, management of natural areas, recreational water access, park-specific projects or actions, and Parks, Recreation, and Open Space Master Plan Comprehensive Plan elements.

It should include an inventory and analysis of existing facilities, parks, trails, open space that includes the following:

- a. Assess the quality and significance of assets, regardless of current condition.
- b. Assess the functionality of assets compared to community needs and the Parks and Recreation Mission and Vision
- c. Prioritize future investment based on qualitative assessment and City-provided conditions of park assets, including:
 - i. Park-specific buildings and community centers
 - ii. Dog parks
 - iii. Trails
 - iv. Boat launches and water access
 - v. Park/Trail/Natural Area/Open Space categories and priority levels
 - ix. Athletic facilities
 - x. Natural Areas and Management
- d. Review existing built infrastructure and make recommendations for improved accessibility and universal access.
- e. A capital improvement schedule with a 20-year planning horizon and a more specific 6-year suggested Capital Improvement Plan.

Deliverables:

4. Complete Parks, Recreation, and Open Space Master Plan Comprehensive Plan

4.1. Draft Plan

4.1. a. The firm will provide a draft Plan for review of City project staff.

4.1. b. The firm will make one (1) on-site presentation to report and summarize findings. The reports must be in an easy-to-understand format with charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.

4.2. Final Plan

4.2. a. A final presentation to the City Council.

4.2.b. All parent files of graphics, tables, maps, and illustrations shall be provided to the City in digital format for future use.

- i. Final Plan in PDF and editable formats.
- ii. All workshop-related exhibits and documents compiled and delivered in editable format, including format(s) that are sharable to the public and web-friendly.

5. List and Prioritize Sensitive Sites for Acquisition

The City shall update on an annual basis the prioritized list of environmentally sensitive sites for potential acquisition which includes, but is not limited to the following:

- a. Parcels identified for acquisition under the Florida Forever Program.
- d. Native upland habitats used by species listed by a State or Federal agency as threatened or endangered, such as the white-crowned pigeon.

The list must have a accompanying GIS state layer provided to the City.

6. Management Plan for the Seven Mile Bridge Corridor. The consultant will create a Management Plan for the Seven Mile Bridge Corridor.

7. Grassy Key Birding Boardwalk Trail Planning. The consultant will create a concept plan, a cost estimate, and outline permitting requirements for the construction of the Birding Boardwalk Trail.

**EXHIBIT “3”
Resolution 2024-27**

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-27**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING FIRMS TO ENTER INTO A CONTINUING SERVICE AGREEMENTS FOR MULTIPLE ENGINEERING DISCIPLINES. AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City published a Request For Qualifications for multi-discipline engineering services for the purpose of having under contract various firms for assorted projects within the City; and

WHEREAS, the City of Marathon, Florida, pursuant to Florida Statutes, Section 287.055, ‘Consultants Competitive Negotiations Act.’ is seeking to enter into continuing contracts with qualified professional engineering service firms for various projects within the City of Marathon.

WHEREAS, the City intends to enter into continuing contracts with professional engineering service firms which may then be selected for specific projects and disciplines under separate Project Specific Agreements.

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. Council approves the ranking, attached as Exhibit A and authorizes the City Manager to enter into Continuing Service Agreements for Multi-disciplinary Engineering Services in substantially the form attached as Exhibit "B" hereto.

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, 2024.

THE CITY OF MARATHON, FLORIDA



Robyn Still, Mayor

2024 CONTINUOUS SERVICE CONTRACT RANKING																							
Disciplines	Avirom & A	BEA Archi	Bermello A	Beta Jones	Cecos	Cunmins	CWS	Eastern Engi	FTC	GERS	Hurley	Juturna	K2M	Little Red	McFarland	Metric	Radise	RES	Stantec	Tierra Sou	UES	Vertex	Weiler
Architecture		73.33333											83.66667	73									
Asbestos Survey and Removal																					77.33333	69.66667	
Benthic Monitoring					80.33333	75											78	79					
Building Official Services															77.33333								
Civil Engineering (water, wastewater, stormwater)		77.33333	73.66667				74.66667													75.33333			83.33333
Coastal Engineering						80																	
Communications Engineering																							
Computer Aided Drafting and Design								54.33333															
Construction Cost Estimating, Inspections and Project Management																	77.33333				73.66667	64.33333	74.33333
Ecology and Environmental Engineering					77.33333												77	79				70.66667	
Electrical Engineering										82.33333													
Energy Management																							
Geographic Information Systems								80.33333	54														
Geotechnical Engineering																	78			77.33333	78.66667		
Hazardous Material Tanks																							
Hydraulic Engineering												78.33333											69.66667
Landscaping Architecture			74.33333																				
Mechanical, Electrical, Plumbing (MEP)													77.66667	81.33333									
Planning			75.33333							60.33333	79	74.33333									76.33333		
Structural Engineering								74					77		60.66667								75.66667
Surveying: Land & Topographic		78.33333																					
Surveying: Bathymetric		49.66667																					
Traffic/ Transportation Engineering							72.66667															79.66667	
Water Quality Monitoring												75											
		Ranked 1st			Ranked 2nd			Ranked 3rd															