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**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-75**

**A RESOLUTION OF THE CITY OF MARATHON, FLORIDA
APPROVING AN AGREEMENT WITH THE UNITED STATES
GEOLOGICAL SURVEY TO INSTALL AND MAINTAIN WATER
PRESSURE SENSORS AT COCO PLUM BEACH; AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the United States Geological Survey (USGS), through its St. Petersburg Coastal and Marine Science Center, is conducting a scientific research project to improve coastal hazard forecasting for areas with coral reef and wetland shorelines, including the Florida Keys; and

WHEREAS, the USGS has requested permission from the City to temporarily install and maintain a small, non-invasive pressure sensor within City limits as part of this research initiative; and

WHEREAS, the proposed installation includes securing the sensor a weighted anchor system near Coco Plum Beach, with no excavation or permanent impact to the site; and

WHEREAS, the sensor will passively record wave and water level data over the course of approximately one year, with maintenance visits required only every 3 to 6 months by USGS personnel, and no action or oversight required by the City; and

WHEREAS, the project is being conducted in coordination with NOAA and the National Weather Service, and the resulting data will enhance regional resilience and emergency preparedness through public forecasting tools such as the USGS Total Water Level Viewer; and

WHEREAS, the City recognizes the scientific and public safety value of this initiative and finds it to be in the best interest of the community to support this research effort.

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 City Manager is authorized to sign the attached Agreement as provided in Exhibit "A".

Section 3. This Resolution shall take effect immediately upon signature by the Mayor.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 12TH DAY OF AUGUST, 2025.**

THE CITY OF MARATHON, FLORIDA

Lynn Landry, 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

USGS form
9-1484
July 2018

U.S. DEPARTMENT OF THE INTERIOR
U.S. Geological Survey

Agreement No: _____

Agreement for installation and maintenance of RBR virtuoso3 pressure sensor

The United States Geological Survey (USGS) performs a range of studies to document, assess and model coastal change, risk, and vulnerability. This includes observations of coastal water levels caused by winds and waves and the changes that occur to nearby beaches. Pressure sensors allow for monitoring of water level and wave conditions. At a sampling frequency of 2 Hz, these sensors record pressure changes over time, which researchers can then use to calculate wave characteristics and water levels.

The landowner agrees that the USGS, St. Petersburg Coastal and Marine Science Center may install, operate and maintain a RBR virtuoso3 pressure sensor on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for maintenance and calibration of the equipment during the life of this agreement.

The instrument site, will consist of straps, two 45-pound weights as an anchor, and the pressure sensor, secured in the surfzone. Installation of the pressure sensor, at the USGS's own expense, may begin any time after this agreement is fully executed. The pressure sensor shall be installed and properly maintained by the USGS unless specified in Additional Provisions.

The property is known as

at coordinates;

Latitude:

Longitude:

This Agreement shall be regarded as granting a license or permit, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein. Any costs associated with maintenance and removal will also be at the USGS's own expense. All materials associated with installation, maintenance, and removal will be removed by USGS; there is no burden of the landowner for any removal or maintenance of parts, tools, or sensors.

At expiration of this agreement, the pressure may be disposed of in one of the following ways:

1: Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement, or if the equipment is purchased by another entity,

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the beach monitoring camera described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. &&1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for _____ years unless terminated earlier by USGS upon 60 days written notice.

As consideration for the rights and privileges granted herein, the USGS will pay the landowner _____ per year, upon presentation of a bill subject to the availability of appropriations by Congress. Payment shall be made annually, in arrears, by direct deposit of funds electronically.

*For the purpose of this agreement, "pressure sensor" includes all associated equipment used in the operation and maintenance of the monitoring site.

Additional Provisions:

USGS agrees to conduct installation and maintenance on the pressure sensor only during daylight hours, and only after notifying facility maintenance staff or facility owner of USGS intent to come onsite. The USGS will make every effort to coordinate with the landowner in advance of arrival onsite with a description arrival timing, estimated time on site for completion, planned work and a description of personnel and vehicle(s). Emergency maintenance during off hours will be conducted only with consent of building owners/maintainers.

Landowner/Contact Name:			
Street Address:			
City, State, Zip:			
Mailing address:			
City, State, Zip:			
Telephone:		Email:	
USGS Technical contact:			
USGS Office:			
Street Address:			
City, State, Zip:			
Mailing address:			
City, State, Zip:			
Telephone:		Email:	
USGS Project Chief:			
Telephone:		Email:	
Signatures:			
	U.S. Geological Survey		Landowner
	Date:		Date: