

RESOLUTION NO. 2000- 04 - 11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT BETWEEN CALVIN, GIORDANO & ASSOCIATES AND THE CITY OF MARATHON FOR PLANNING AND ZONING SERVICES; AND AUTHORIZING THE MAYOR, VICE MAYOR, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY TE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AS FOLLOWS:

Section 1. The agreement between Calvin, Giordano & Associates and the City of Marathon for planning and zoning services attached as Exhibit "A" is hereby approved.

Section 2. The Mayor is authorized to execute said agreement.

Section 3. Effective Date. This Resolutions shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of April, 2000.




ROBERT MILLER, MAYOR

ATTEST:



JOANNE WEBER, ACTING CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



ACTING CITY ATTORNEY

Exhibit "A"

CITY OF MARATHON

AGREEMENT

FOR

PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, made and entered into this 11th day of April, 2000, by and between CITY OF MARATHON, a municipal corporation of the State of Florida, hereinafter referred to as "City", and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, engaged in the profession of planning, hereinafter referred to as "Planner."

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

A. The Planner shall perform professional planning services for the City on an interim basis (the "Services"), consisting of the following:

General Development Review

1. Provide the services of the City's Planning Department as specified in Section 9.5-24 of the City Land Development Code, including central intake services for all applications for development review permits required to obtain a building permit within the City.
2. Review all development permit applications for conformity to approved plat, site plan and Land

Development Code requirements as specified in Chapter 9.5 of the City of Marathon Code. This includes permits for new construction of principle structures, pools, fences, screen enclosures, landscape and interior renovations.

3. Review spot survey after building permit has been issued to ensure that building is in approved location.
4. Perform final inspection prior to the issuance of a certificate of occupancy. This phase will include field inspections of the parking lot, where applicable, to ensure that the number of parking spaces on approved site plan are provided. Landscape review will include a count of all trees and shrubs and general inspection of quality of landscaping prior to final sign off.
5. Review all applications for certificates of use to ensure conformity to land development code and coordinate with the issuance of occupational license.
6. Provide general information to the public regarding all land development activities and processes within the City.
7. Collect all fees based on approved fee schedule.
8. Maintain records of all development review activities.

9. Review and evaluation of Rate of Growth Ordinance ("ROGO") applications and other land development applications for compliance with all plans and applicable regulations.

General Planning

1. Provide information to the general public as it relates to all land development activities within the City.
2. Provide information to builders and developers as it relates to policies and procedures within the City relative to land planning within the City.
3. Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
4. Maintain updated maps showing all approved site plans within the City on any GIS-developed Base System.
5. Attend all staff meetings, Development Review Committee meetings, Planning Commission meetings, City Council meetings and workshops as necessary. Attend other County and State agency meetings and forums as required.
6. Act as liaison between the City, County, South Florida Regional Planning Council and State Department of Community Affairs.

7. Develop policies and procedures relative to all planning and zoning activities, develop schedules and time frames for processing all land development activities including but not limited to rezoning petitions, plat and site plan applications and all other requests presented to City Commission.
8. Provide information to City Manager, Mayor and Council Members, and City Attorney on all relevant and applicable planning issues.

II. COMPLETION OF SCOPE OF SERVICES.

A. Planner shall use its best efforts to complete the Services within reasonable time limits established by the City.

B. City shall provide a suitable location at space leased by City for use by Planner for periodic on-site work.

C. City shall make available to Planner, pertinent information concerning applications, plans, ordinances, resolutions and regulations for performance of the Services.

III. FEES FOR SERVICES.

A. Planner shall be paid on an hourly basis in accordance with the Fee Schedule attached hereto as Exhibit "A", not to exceed \$15,000 per month. Fees shall be billed and paid pursuant to monthly invoices.

B. Invoices shall be promptly processed for payment by City pursuant to Sec. 218.70 Fla. Stat. upon receipt of the Planner's invoice.

C. Planner shall be entitled to reimbursement for actual costs of copying, telephone, faxes, and courier services.

IV. WORK PRODUCT.

All original sketches and other documents and plans that result from the Planner providing services hereunder shall be the property of the City. The Planner may retain a copy of said documents. Upon termination of this Agreement or upon request of the City during the term of this Agreement any and all such documents shall be delivered to the City by the Planner. The Planner shall have no liability for any use by the City of said documents, without the involvement of the Planner.

V. INSURANCE.

Planner shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with minimum policy limits for each coverage at minimums as approved by the City Manager, with such coverages specifying amount of _____ (see Exhibit "B") per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Florida Statutes. The City shall be named as an additional insured on all of the above insurance policies. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the City 30 days prior to the effective date of cancellation or reduction of coverage.

VI. ASSIGNMENT.

This Agreement shall not be assignable by the City or Planner.

VII. PROHIBITION AGAINST CONTINGENT FEES.

The Planner warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Planner, to solicit or secure this Agreement, 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 Planner, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

VIII. TERM/TERMINATION.

This Agreement may be terminated by either party upon thirty (30) days written notice to the either party. If this Agreement is terminated, the Planner shall be paid for all acceptable work performed up to the date of termination. Unless otherwise terminated, the Agreement shall remain effective through September 30, 2000. The City may extend the Agreement for an additional term pursuant to mutual agreement of the parties.

IX. ENTIRE AGREEMENT.

The parties hereby agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

X. WARRANTIES OF PLANNER.

The Planner hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

XI. NOTICES.

All notices and communications to the City or Planner shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

FOR CITY: Mr. Craig Wrathell
 City Manager
 Moyer & Associates
 210 North University Drive, Suite 301
 Coral Springs, Florida 33071
 Telephone: (954) 753-5841
 Facsimile: (954) 345-1292

WITH A COPY TO: Weiss Serota Helfman Pastoriza & Guedes, P.A.
 City Attorney
 2665 South Bayshore Drive, Suite 420
 Miami, Florida 33133
 Telephone: (305) 854-0800
 Facsimile: (305) 854-2323
 Attention: Nina L. Boniske, Esq.
 John R. Herin, Jr., Esq.

FOR PLANNER: Calvin, Giordano & Associates, Inc.
 1800 Eller Drive, Suite 600
 Ft. Lauderdale, Florida 33316
 Telephone: (954) 921-7791
 Facsimile: (954) 921-8807
 Attn: John W. Calvin, Chairman

XII. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws

of the State of Florida. Venue for any litigation hereunder shall be in Monroe County, Florida.

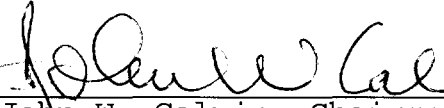
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

PLANNER:

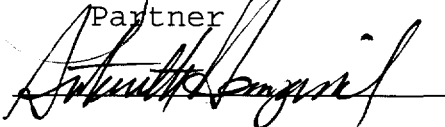
CALVIN, GIORDANO & ASSOCIATES,
INC.
1800 Miller Drive, Suite 600
Ft. Lauderdale, Florida 33316

CITY:

CITY OF MARATHON
P.O. Box 500430
Marathon, Florida 33050

By: 
John W. Calvin, Chairman
Partner

By: 
Robert Miller, Mayor



ATTEST:

City Clerk



APPROVED:

City Attorney

**EXHIBIT A
SCHEDULE OF FEES**

**CALVIN, GIORDANO & ASSOCIATES, INC.
PROFESSIONAL FEE SCHEDULE**

Principal, Chairman/President	150.00
Executive Assistant	50.00

ENGINEERING

Associate, Engineering	130.00
Director, Engineering	110.00
Project Manager	100.00
Project Engineer	80.00
Engineer	65.00
Senior CADD Technician	60.00
CADD Technician	50.00
Permit Administrator	60.00
Clerical	45.00

SURVEYING

Associate, Surveying	100.00
Senior Registered Surveyor	80.00
Survey Coordinator	70.00
Technician	55.00
Survey Crew	85.00
GIS Coordinator	85.00
Clerical	45.00

CONSTRUCTION

Associate, Construction	115.00
Senior Inspector	65.00
Inspector	65.00

PLANNING

Associate, Planning	115.00
Assistant Director	75.00
Planning Administrator	75.00
Planner	75.00
Jr. Planner	50.00
Clerical	45.00

EXPERT WITNESS

Principal/Associate	200.00
Registered Engineer/Surveyor	175.00
Project Engineer	85.00

LANDSCAPE ARCHITECT

Associate, Landscape	85.00
Landscape Architect	75.00
Landscape CADD Technician	60.00
Environmental Specialist	60.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective Date June 1, 1999

