

RESOLUTION NO. 02-07-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CRAIG COMPANY AND THE CITY FOR PREPARATION OF THE BOOT KEY HARBOR AND MARINA COMPREHENSIVE MASTER PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") requested qualifications from firms to provide professional engineering and architectural services to the City for the preparation of the Boot Key Harbor and Marina Comprehensive Plan; and

WHEREAS, the City Council finds that approval of an agreement between the City and The Craig Company for professional engineering and architectural services to prepare the Boot Key Harbor and Marina Comprehensive Plan is in the best interest of the City.

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

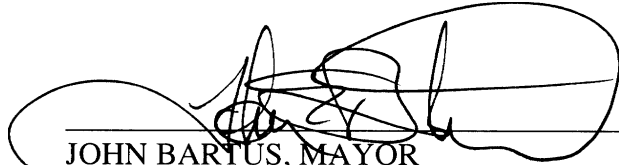
**Section 1. Recitals.** The above recitals are true and correct and incorporated into this resolution by this reference.

**Section 2.** The Agreement for professional services between The Craig Company and the City of Marathon, Florida (the "Agreement"), a copy of which is attached 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, is approved.

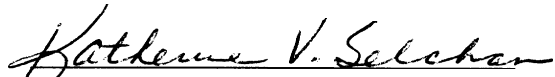
**Section.** The Mayor is authorized to execute said Agreement on behalf of the City.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 30<sup>th</sup> day of July, 2002.

  
\_\_\_\_\_  
JOHN BARTUS, MAYOR

ATTEST:

  
\_\_\_\_\_  
KATHERINE V. SELCHER  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF MARATHON  
AND  
THE CRAIG COMPANY**

**THIS AGREEMENT** is made by and between **THE CRAIG COMPANY**, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for preparation of the Boot Key Harbor and Marina Master Plan (hereinafter the "Project"); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified in the Project Description set forth in Exhibit "A" and the Scope of Services and Project Schedule set forth in Exhibit "B" pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services\Deliverables.**

- 1.1 The Consultant shall furnish professional planning, architectural, and engineering services to the City as set forth in the Project Description attached as Exhibit "A" to this Agreement.
- 1.2 The "Scope of Services and Project Schedule" to be provided by the Consultant for the Project are those services, tasks and deliverables listed as Exhibit "B."

2. **Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain and continue in effect unless earlier terminated in accordance with Paragraph 6 of this Agreement.
- 2.2 Consultant shall begin work upon receipt of written Notice to Proceed from the City Manager (the "Commencement Date").
- 2.3 Consultant agrees that time is of the essence and Consultant shall complete each deliverable and the Project within the timeframes mutually agreed to by Consultant and the City Manager as set forth in the "Project Schedule" attached as Exhibit "C". The timeframes set forth in the Project Schedule may only be modified through written mutual agreement.

2.4 Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet 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: \$100.00 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. 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. **compensation and Payment.**

3.1 The Consultant shall receive a total fee of \$98,800.00 (the "Phase I Contract Price") for all services set forth in Exhibit "B" denoted as Phase I. The Phase I Contract Price shall constitute full payment and includes all sub-consultant fees, labor, overhead, reproduction costs, review fees, travel, mileage, telephone expenses, other costs, and profit. In the event that the City elects to have Consultant perform Phase II of the Project as set forth in Exhibit "B", the City Manager and the Consultant shall mutually agree in writing to the fee (the "Phase II Contract Price").

3.2 The Consultant shall invoice the City upon the completion of each task or deliverable in accordance with the Project Schedule. Invoices for each phase of the Project shall not exceed the amount allocated to each phase of work and deliverable. The invoice shall show a summary of fees which accrual of the total credits for portions previously paid by the City.

3.3 The City shall pay Consultant in accordance with the Florida Prompt Payment Act. 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. If a dispute should occur regarding an invoice submitted, 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.

- 3.4 The City reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the City Manager and as security for the successful completion of the Consultant's duties and responsibilities under this Agreement.
- 3.5 Consultant shall not be entitled to an increase in the Phase I Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact of other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Consultant shall be entitled only to an extension of the contract time as the sole and exclusive remedy for delay. All extensions of time must be approved in writing by the City Manager.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for the payments to any subconsultants including any professional fees and additional costs. The City shall not be responsible for any payments to subconsultants. The City shall not be billed directly or indirectly for any professional fees or additional costs of the subconsultants for the Project.
- 4.2 Consultant bears ultimate responsibility for all work related to the Project regardless of whether such work or any portion thereof is prepared by one of the subconsultants. The Consultant shall be fully responsible to the City for all errors and omissions of any approved subconsultants. Subconsultants shall carry professional liability and Workers' Compensation insurance as required by the City, or be covered by Consultant's insurance.
- 4.3 Upon the Commencement Date, the Consultant shall furnish the City with the appropriate proofs of insurance from all subconsultants in connection with the work performed by the subconsultant.
- 4.4 Any subcontract with a subconsultant shall afford to the Consultant rights against the subconsultant which correspond to those rights afforded to the City against Consultant herein including, but not limited to, those rights of termination as set forth herein.
- 4.5 The Consultant shall utilize the following subconsultants for completion of the Project on an as needed basis: EDSA; William P. Horn Architect, P.A.; Glen Boe & Associates, Inc.; and International Marinas, L.C. Any other independent subconsultants used on the Project must have the prior written approval of the City Manager.

5. **City's Responsibilities**

- 5.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.
- 5.2 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

5 **Consultant's Responsibilities**

- 6.1 Any and all drawings, plans, specifications, bid documents or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for permitting and construction and shall comply with all applicable City Codes, state and federal laws, rules and regulations.
- 6.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of this Agreement or the construction of the Project for which the Consultant has provided engineering, architectural landscape architectural, surveying or mapping services, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the City for any other services and expenses made necessary thereby, save and expect any costs and expenses which the City would have otherwise paid absent the Consultant's error or omission. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, by law, equity or otherwise.

6.3 The Consultant's obligations under Paragraph 6.2 of this Agreement shall survive termination of this Agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any adversarial planning issues in the City. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied the application; administrative appeal or court action wherein the City is a party.

8. **Termination.**

8.1 Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

8.2 Upon receipt of the City's written notice of termination, Consultant shall not enter into any subcontract or other third party agreements or incur any financial obligations or expenses unless such expenses are specifically approved or directed in writing by the City Manager.

8.3 In the event of termination by the City, the Consultant will be paid for all work accepted by the City up to the date of termination provided that the Consultant has first complied with the provisions of Paragraph 6.4 of this Agreement.

8.4 In the event of termination or expiration of this Agreement, Consultant shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to the City, or to any other person or entity the City may designate. Consultant will transfer all books, records, reports, working drafts, documents, maps, and data of the City in its possession to either the City or its designee, in a hard copy and computer format and in an orderly fashion, within 14 calendar days from the written notice of termination or expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. Any insurance maintained

by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of:

9.1 **Worker's Compensation and Employer's Liability Insurance:**

Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

9.2 **Comprehensive Automobile and Vehicle Liability Insurance:**

This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

9.3 **Commercial General Liability.**

This insurance shall be written in comprehensive form and shall protect the Consultant and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

- (a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.



- (b) The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

9.4 **Professional Liability:**

The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$100,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of this Agreement. Upon request of the City, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the City, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$100,000.00 during the policy term.

9.5 **Certificate of Insurance:**

Prior to the execution of this Agreement, Consultant shall provide the City Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.

- 9.6 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Consultant shall be responsible for

the payment of any deductible or self-insured retentions in the event of any claim. The City Manager may at any time require the Consultant, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This provision shall be subject to the limitations set forth in Section 725.08, Florida Statutes, to the extent applicable to Consultant's performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties at the following addresses:

For the City:

Craig Wrathell  
City Manager  
City of Marathon, Florida  
10045-55 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-0033  
Facsimile: (305) 743-3667

With a copy to:

Weiss Serota Helfman Pastoriza & Guedes, P.A., City Attorneys  
Attention: Nina L. Boniske, Esq.  
2665 South Bayshore Drive  
Suite 420  
Miami, FL 33133  
Telephone: (305) 854-0800  
Facsimile: (305) 854-2323

For The Craig Company:

Donald Craig  
The Craig Company  
P.O. Box 372 (By Mail)  
Key West, Florida 33041

600 White Street (Hand Delivery)  
Key West, Florida 33040  
Telephone: (305) 294-1515  
Facsimile: (305) 292-1525

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, CAD & GIS materials, 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.

16.2 The Consultant shall maintain any and all Records pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.

16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

Violation of the terms of this paragraph shall constitute a breach of this Agreement by Consultant and the City may, at its discretion, cancel the Agreement.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties hereto. The Consultant agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

20. **Compliance with Laws/Codes/Rules, Etc.**

20.1 The Consultant shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. Consultant represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for public entity crime. Consultant acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Consultant, supplier, subcontractor or Consultant under a contract with the City, and may not transact business with the City in an amount set forth in §287.107, Florida Statutes, for Category Two for a period of Thirty-Six (36) months from the date of being placed on the convicted vendor list.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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## **Exhibit "A"**

Phase I of the project consists of the planning and design and redevelopment of the Marathon Marina and surrounding property consisting of a total of eight (8) acres of land and bay bottom. The project includes public involvement to elicit public opinions concerning redevelopment potentials and possible uses. The redevelopment Master Plan will include recommendations for implementation and a business development plan. Phase II of the Project will consist of the development and preparation of a Boat Facility Siting Plan as set forth in Section 380.06(24)(k), Florida Statutes.



## **Exhibit “B”**

### **Scope of Services and Project Schedule**

#### **PHASE I**

1. Public communication, input and consensus building:
  - 1.1.1 Provide, at minimum, three (3) public workshops for receiving initial input, providing initial plans/taking additional input and final plan review and refinement as it relates to the City marina, harbor and waterfront.
  - 1.1.2 Provide, at a minimum, three (3) public newsletters, to be distributed concurrent with each workshop for the purposes of communicating the information shared at each of the public workshops to the public-at-large.
  - 1.1.3 Provide, at a minimum, three (3) white papers to be distributed to the City Staff and Council immediately following each public workshop for the purposes of providing an additional level of detailed analysis and progress reporting of the planning process.
  - 1.1.4 Provide all exhibit and "mock-ups" as necessary for public consideration at each of the public workshops and public hearing. Each set of exhibits and "mock-ups" shall be displayed in the lobby of the City offices following public presentation.
  - 1.1.5 Present final plans to the community and Council at a Public Hearing.
2. Design Services:
  - 2.1.1 Identify potential site uses, take public input and create conceptual plans and alternatives for public and regulatory consideration and comment.
  - 2.1.2 Finalize conceptual plans and present to the community and Council for approval.
  - 2.1.3 Provide recommended project phasing as applicable.
  - 2.1.4 Provide anticipated schedule to convert finalized conceptual plans into construction drawings and contract documents for the purposes of permitting and bidding of those identified improvements that are City owned or controlled.
3. Permitting:
  - 3.1.1 Work closely with City and all applicable permitting agencies during the planning and design process to insure that final approved designs are reasonably permissible.

3.1.2 Provide anticipated permitting schedule by phase, if applicable, for those improvements that are City owned or controlled. Schedule to include, at a minimum, a list of agencies to review anticipated fees by agency for review (and re-submittal fees as applicable), anticipated time for review by each agency (initial submittal).

4. Operations:

4.1.1 Identify future operation, maintenance and service requirements/options for the marina and harbor and recommend a system for providing the same with alternative approaches.

5. Financing:

5.1.1 Create a complete business plan for the City owned or controlled portions of the marina and harbor improvements that identifies the anticipated capital cost, alternative funding sources, including amounts available, probability of securing each identified source, the timing of receipt of funds as well as any restrictions that may be associated with the use of each of the alternative sources. Business plan should also include details on any additional capital improvement financing, repayment source and schedule as well as cost recovery of long term operations and maintenance.

Phase I of the project shall be completed within seven (7) months from the date of execution of this Agreement. Schedule milestones shall be consistent with the following schedule.

**PHASE II**

Phase II of the Project will consist of the development and preparation of a Boat Facility Siting Plan as set forth in Section 380.06(24)(k), Florida Statutes.

## Marathon Marina Development Plan & Management Program Schedule

PROGRAM ELEMENT	PRODUCT	AUGUST				SEPT				OCT				NOV				DEC				JAN				FEB			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
● Project Kickoff		*																											
■ Review Existing Data - Establish Baseline	Data Base																												
● Citizens Workshop #1 - Define Issues	Workshop Community Newsletter #1			*																									
● City Commission Update #1	Whitepaper #1																												
● Alternatives Analysis	Interim Report																												
● Staff Review																													
● Citizens Workshop #2	Alternatives Analysis Community Newsletter #2																												
● Prepare Draft Plans & Implementation Program																													
● City Commission Update #2	Whitepaper #2 - Alternatives - Potential Management																												
● Citizens Workshop #3	Draft Plan Review Community Newsletter #3																												
● Amend Draft Plan	Amended Site Plan																												
● City Commission Meeting	Whitepaper #3																												
● Public Hearing	Final Plan																												

M127

# TRANSMITTAL

*The Craig Company*  
 Planning  
 Resort/Tourism Planning  
 Land Use Regulation  
 Development Feasibility  
 Site Design  
 Expert Witness

- VIA FAX
- VIA MAIL
- VIA HAND DELIVERY
- VIA FEDERAL EXPRESS



**Mailing address: P. O. Box 372  
 Key West, FL 33041-0372**

Office locatron 600 White St  
 Key West, FL 33040

Phone 305/294-1515  
 Fax: 3051292-1525  
 E-mail CREEG@aol.com

Date: August 7, 2002

To: Katherine V. Selchan, City Clerk  
 City of Marathon

From: Jodell Roberts, Executive Assistant to  
 Donald L. Craig, AICP

CC: Don Craig; File

Subject: City of Marathon – Consultant Agreement

Message:

Karey –

Enclosed is an original Consultant Agreement that has been signed by The Craig Company and notarized. Per your instructions, we have retained the other original for our files. Please let me know if there is anything we need do for you concerning this agreement.

### Transmitting

- Correspondence
- Prints
- Other \_\_\_\_\_

### Reply Immediately

- By fax
- By phone
- By letter
- By express delivery

Page \_\_\_\_\_ of \_\_\_\_\_