

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2019-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROJECT SPECIFIC AGREEMENT BETWEEN THE CITY AND BERMELLO, AJAMIL AND PARTNERS TO COMPLETE A PROJECT IN CONSIDERATION OF THE PERILS OF FLOOD REQUIREMENTS OF THE STATE AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, APPROPRIATE AND EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida Department of Environmental Protection has awarded the City a grant of \$55,350 to complete a Coastal resilience project within the City of Marathon; and

**WHEREAS**, the project will allow the City to refine its surface water management and flood damage prevention Ordinances in compliance with F.S. Section 163.3178(2)(f) 2015 Peril of Flood; and

**WHEREAS**, the project components will include:

- 3D maps using lidar-based digital elevation data and UAV (drone) technology;
- Model analysis of the current and future impact of nuisance flooding for at least two potential flood scenarios in accordance to the Southeast Climate Compact's Unified Sea Level Rise Projection;
- Provide several adaptation alternatives as part of their Adaption Action Plan; and
- an educational outreach plan, providing maps and literature for distribution at stakeholder meetings that will include property owners, contractors, elected officials and other interested parties.

**WHEREAS**, it is the City's desire to accept the Grant Agreement, in order to comply with F.S. Section 163.3178(2)(f) 2015 Peril of Flood; and

**WHEREAS**, the City will be working with Bermello, Ajamil and Partners, a Continuing Services Contractor to complete the grant project; and

**WHEREAS**, the amount of the Project Specific Agreement is for the amount of 48,400 which exceeds \$35,000 and therefore requires City Council approval.

**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 Council hereby authorizes the approval of a Project Specific Agreement between the City of Marathon and the Bermello, Ajamil and Partners attached hereto as Exhibit "A, including three separate items" 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 hereby approved. The City Manager is authorized to execute the Agreement and appropriate and expend funds on behalf of the City.

**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 22<sup>nd</sup> DAY OF JANUARY, 2019**

**THE CITY OF MARATHON, FLORIDA**



**Mayor John Bartus**

AYES: Cook, Gonzalez, Senmartin, Zieg, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**



Diane Clavier, City Clerk

(City Seal)

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



David Migut, City Attorney

**EXHIBIT A**

**EXHIBIT "A"**  
**PROJECT SPECIFIC AGREEMENT**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
Bermello Ajamil & Partners, Inc.  
**For**  
Resilient Marathon

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Bermello Ajamil & Partners, Inc., (the “Consultant”) dated April 13, 2017; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

**I. Scope of Services**

The Consultant shall provide engineering services to the City for the Project as described generally below and specifically in the “Project Description” attached as Exhibit “1.”

In response to FDEP, Florida Coastal Office, Florida Resilient Coastlines Program Funding, the City of Marathon is teaming with University of Florida, and the City Consultant Bermello Ajamil and Partners in requesting funding for the review and upgrade of the current City Policies and Regulations to maintain surface water management and flood damage prevention in compliance with F.S. Section 163.3178(2)(f) 2015 Peril of Flood. Through this proposal, the City and its team will provide:

- 3D maps using lidar-based digital elevation data and UAV (drone) technology;
- Model analysis of the current and future impact of nuisance flooding for at least two potential flood scenarios in accordance to the Southeast Climate Compact’s Unified Sea Level Rise Projection;
- Provide several adaptation alternatives as part of their Adaption Action Plan; and
- an educational outreach plan, providing maps and literature for distribution at stakeholder meetings that will include property owners, contractors, elected officials and other interested parties.

Hurricane Irma impacted the City of Marathon causing significant damage which demonstrates the City’s vulnerability to flooding and sea level rise. The preparation of this coastal resiliency study is crucial in order to protect the health and safety of City residents and businesses and to minimize/mitigate any significant adverse effects due to high tide flooding, sea level rise, storm surge and flash floods.

The “Scope of Services and Project Schedule” and tasks to be provided by the Consultant for this Project are those services and tasks as listed in Exhibit “1.”

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 Engineering Services Agreement, prior to any deviation from the terms of this Project Specific Agreement, including the initiation of any extra work.

**II. Deliverables**

As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables: See Exhibit 1

**III. Term/Time of Performance**

This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force until July 31, 2019 or until completion of the Project, unless otherwise terminated pursuant to the Continuing Services Agreement or other applicable provisions of this Project Specific Agreement. All Tasks responsive to the FDEP Scope of Work must be complete in accordance with the time line in Exhibit 1. Additional time to finalize reports and deliverables is allowed through the end of July 2019, so long as all required deliverables have been provided to FDEP pursuant to the requirements found in Exhibit 1. The City Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Council

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.

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."

**IV. Amount, Basis and Method of Compensation**

X Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "1" in the total amount up to \$48,400.00, plus reimbursable expenses not to exceed \$N/A. Consultant will submit invoices for monthly progress payments in an amount equivalent to the percentage completion of the total Work.

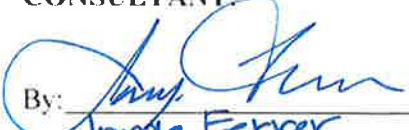
**V. Incorporation of Terms and Conditions of Continuing Service Agreement**

This Project Specific Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated April 13, 2017 between the City and Consultant as though fully set forth herein. See "Exhibit V2." In the event that any terms or conditions of this Project Specific Agreement conflict with the Continuing Services Agreement, the more restrictive provision shall prevail and apply.

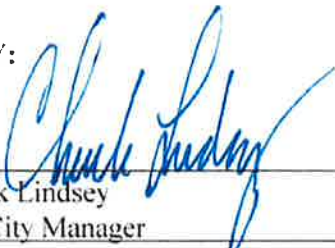
**PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.**

IN WITNESS WHEREOF, the parties have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSULTANT:**

By:   
Jorge Ferrer  
Its: Vice President

**CITY:**

By:   
Chuck Lindsey  
Its: City Manager

**ATTEST:**

  
Diane Clavier, City Clerk

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

  
David Migut, 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**

SEE ATTACHED FDEP GRANT AGREEMENT

The Project consist of providing:

- 3D maps using lidar-based digital elevation data and UAV (drone) technology;
- Model analysis of the current and future impact of nuisance flooding for at least two potential flood scenarios in accordance to the Southeast Climate Compact's Unified Sea Level Rise Projection;
- Provide several adaptation alternatives as part of their Adaption Action Plan; and
- an educational outreach plan, providing maps and literature for distribution at stakeholder meetings that will include property owners, contractors, elected officials and other interested parties.



**EXHIBIT 2**

**CONTINUING SERVICES AGREEMENT  
BERMELLO, AJAMIL & PARTNERS**