

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-58**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A PROFESSIONAL SERVICES CONTRACT WITH THE METROPOLITAN CENTER, FLORIDA INTERNATIONAL UNIVERSITY FOR THE COMPLETION OF A PROJECT ENTITLED THE WORKFORCE/AFFORDABLE HOUSING ASSESSMENT AND ACTION PLANNING STUDY IN THE AMOUNT OF \$44,500; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) wishes to obtain a workforce/affordable housing assessment and action planning study (the “Project”); and

WHEREAS, in order to create this study, the City wishes to enter into a professional services agreement with the Metropolitan Center, Florida International University (the “Consultant”) for the creation of the study; and

WHEREAS, the services to be rendered by Consultant are professional consulting services and, therefore, exempt from the competitive bidding requirements in the City’s Policies and Procedures for City Employees and Officials Regarding Purchasing.

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 are incorporated herein by this reference.

Section 2. The professional services agreement between the City and the Metropolitan Center, Florida International University for an workforce/affordable housing study in an amount not to exceed \$44,500, 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 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida,
THIS 9TH DAY OF JUNE, 2015.

THE CITY OF MARATHON, FLORIDA



Mayor Chris Bull

AYES: Keating, Kelly, Senmartin, Zieg, Bull
NOES: None
ABSENT: None
ABSTAIN: None

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:**



City Attorney

CONTRACT FOR PROFESSIONAL PLANNING SERVICES

This Contract (the "Contract") is dated as of the 19th day of June 2015 by and between the City of Marathon (hereinafter called the "CITY") and The Florida International University Board of Trustees on behalf of its Metropolitan Center (hereinafter called "CONTRACTOR") located at Florida International University, 1101 Brickell Avenue, Suite 200 South, Miami, Florida 33131.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. WORK

1.0 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Tasks immediately below. The Project consists of the development of a Workforce/Affordable Housing Assessment and Action Planning Study.

The plan will provide an analysis of existing information, a needs assessment, market study and provide an integrated program for funding methods and strategies to maintain affordable housing in the City. The project herein is titled the, "Workforce/Affordable Housing Assessment and Action Planning Study."

This Professional Services Agreement is limited to completion of the following tasks pursuant to the Request for Proposals and the accepted response of the CONTRACTOR. Said Task as elaborated below may be modified and/or expanded by mutual agreement.

Task 1. Inventory of all housing, the types of housing available, including ownership and rental housing, and the associated costs.

The CONTRACTOR will complete a comprehensive housing inventory to include the following data points and analysis:

Housing Supply Analysis

- Current trends and overview of the housing market
- Housing inventory by type
- Housing vacancies by type
- Housing type by tenure
- Existing single-family home values
- Existing condominium values
- Existing rental housing prices by bedroom distribution
- Rental housing availability
- New housing production activity by type, price points and location
- Building permit activity
- Housing conditions
- Home foreclosure activity

Task 2. Identity existing demographic (population and housing) and economic data (jobs and wages) in Marathon and provide the relationship to the current housing situation. This should include a determination of how many single family residences are being occupied by multiple families.

The CONTRACTOR will complete an in-depth analysis of existing and trending demographic and economic factors and conditions that are impacting the City of Marathon's current housing situation. The analysis will include the following data points:

- Housing Demand Analysis
 - * Population growth trends
 - * Family and household income
 - * Housing demand by household income category
 - * Housing demand by housing type and location
 - * Housing overcrowding
- Economic Analysis
 - * Employment by industry and occupation
 - * Employment concentrations
 - * Salaries & wages
 - * Employment projections
 - * Worker migration patterns
- Housing Demand and Supply Impact Assessment
 - * Affordability analysis (surplus/gap) by housing tenure and household income category
 - * Findings and conclusions

Task 3. Provide a Needs Assessment as follows:

- a. **Identify current and future trends in population, employment, income and housing that affect the affordability of the housing for the workforce in Marathon, including but not limited to those in the health, education, municipal and skilled trade work professions. Examples include nurses, teachers, law enforcement officers, fire services personnel and contractors. Methods used may include surveys.**
- b. **Identify the demand for housing, the type and duration sought, and cost of housing that is available. Develop profile for existing and potential renters and homeowners. Comparison of costs of renter incomes and cost of homeownership.**

Based on the housing supply and demand analysis in *Task #2* above, the CONTRACTOR will complete a comprehensive housing needs assessment for the City of Marathon. The analysis will link demographic and economic data to clearly show the current relationship between housing demand and supply. The analysis will include a housing affordability analysis based on the current wages and salaries of the occupation groups that reside in the City of Marathon or work within the City's various public, private, and non-profit establishments including the essential workforce consisting of nurses, teachers, law enforcement officers, fire services personnel and contractors.

The findings from the housing supply demand and analysis will be presented to a "Community-wide Workforce Housing Workshop." The workshop will be planned and facilitate by the FIU

Metropolitan Center in coordination with City staff and the Workforce Housing Committee. The goal of the workshop is to engage residents, business and City officials in a discussion of the findings of the market study and to gain input on potential workforce/affordable housing policies and strategies.

Task 4. Given the existing conditions, identify the impacts of the creation of additional commercial enterprises and increasing the workforce.

The CONTRACTOR will use our considerable experience and expertise in performing affordable housing linkage fee nexus studies and economic development to analysis the household/housing demand, including potential employment densities resulting from the creation of additional commercial enterprise that will potentially increase the workforce. The analysis will be examined by commercial property type and employment density calculations performed by occupation and pay grade.

Task 5. Identify the barriers to providing effective affordable housing

The CONTRACTOR will identify in a separate Task document the various barriers to providing effective affordable housing including regulatory, financial and land use issues.

Task 6. Quantify the scale of the housing need and propose a range of actions to address the need, the priorities and a method to target the specific workforce population, including proposed changes to the current regulations and financial methods and incentives that would provide housing for the target population.

The CONTRACTOR will quantify the scale of the housing need and propose a range of actions to address the need, the priorities and a method to target the specific workforce population, including proposed changes to the current regulations and financial methods and incentives that would provide housing for the target population. The assessment will include a review and analysis of the City's Comprehensive Growth Management Plan, HUD Consolidated Plan and Building Permit Allocation System (BPAS). Provide housing market study for a potential development.

Task 7. Provide housing market study for a potential development

The CONTRACTOR will complete a feasibility analysis for a potential workforce/affordable housing development in the City of Marathon. The analysis will include a development pro forma showing the price points and potential surplus/gaps on a per unit basis.

Task #8: Proposed approach and method to provide an effective workforce housing program for the City based on the City's general Goals of the Workforce/Affordable Housing Assessment and Action Study.

The CONTRACTOR will prepare a strategy for an effective workforce housing program. The strategy will address the following elements:

- Develop a flexible long-term community housing plan with a clear mission and specific goals and objectives.
- Create a prioritized implementation plan with recommendations for operations, funding, and methods to curtail the effects of the rising housing market.
- Identify regulatory policies and compliance programs required for a long-range plan.
- Identify modifications or develop policies and objectives for the City's comprehensive plan and land development regulations.
- Provide a public education and interaction materials to summarize the study and any necessary future public education materials.
- Recommend fiscal strategies for dedicated financial mechanisms to implement the plan, including grants and loans, which have the ability to fund the acquisition of housing and lands, new housing, housing improvements and continued maintenance operations, as appropriate.

1.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is George Garrett or his designee, 9805 Overseas Highway, Marathon Florida 33050.

SECTION 2. TERM

2.1 Contract Term. The Work shall be completed by September 30, 2015.

2.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier. The City reserves the right to terminate this Agreement without cause upon ten (10) day notice.

2.3 Survival of Obligations. Any obligations by the CONTRACTOR that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

SECTION 3. CONTRACT PRICE& TIME LINE

3.1 CITY shall pay CONTRACTOR for completion of the Work Tasks in accordance with the Agreed upon amounts per Contract Task defined below.

TASK	TASK DESCRIPTION	TASK DATE	TASK AMOUNT
1	Housing Supply Analysis	August 15, 2015	\$5,000.00
2	Housing demand & economic analysis	August 15, 2015	\$5,000.00
3	Needs Assessment	August 15, 2015	\$5,000.00
3A	Workshops	July 15, 2015	\$7,500.00
4	Creation of additional commercial enterprises	September 1, 2015	\$4,000.00
5	Barriers to effective affordable housing	September 15, 2015	\$4,000.00
6	Quantify scale of housing need	September 15, 2015	\$4,000.00
7	Housing market study	September 15, 2015	\$5,000.00
8	Approach & Method	October 1, 2015	\$5,000.00
Total	ALL TASKS	October 15, 2015	44,500.00

SECTION 4. PAYMENT PROCEDURES

4.1 CONTRACTOR shall submit Applications for Payment in accordance with the amounts established in Task 3 above. Payments will not be made until each Task item completed by the CONTRACTOR is received and approved by the City Representative. Approval shall be based solely on whether the Task document(s) required meet the intent and defined scope of each Task outlined in Section 1.0 of the CONTRACT. Payment will be made within 15 days of the approval of any Task item document defined in Section 1.0. There shall be no Progress Payments under the terms of this CONTRACT.

4.2 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

SECTION 5. INSURANCE/INDEMNIFICATION.

5.1 Insurance. Pursuant to Fla. Stat. Section 1001.72, Contractor, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284, Florida Statutes, and administered by the State of Florida, Department of Insurance and Workers' Compensation Insurance as required by law.

5.2 Indemnification. To the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers for any and all negligence, errors, or omissions of negligence due to Contractor's conduct.

SECTION 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents.

6.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.3 The CONTRACTOR is aware of the general nature of Work to be performed by CITY as outlined in Section 1.0 of the CONTRACT.

6.4 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate

and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.5 The CONTRACTOR warrants the following:

6.5.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

6.5.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

6.5.3 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

SECTION 7. MISCELLANEOUS.

7.1 Except as otherwise provided in the Contract with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.3 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

7.4 Remedies. If and when any default of this Contract occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR, as applicable.

7.5 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract. These documents are acknowledged to be public records except as they may exempt from disclosure pursuant to Florida law.

7.6 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

7.7 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

7.8 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Florida International University
11200 SW 8th Street, MARC 430
Miami, Florida 33199
Phone: 305-348-2494
Fax: 305-348-4117
Attn: Ludmilla Etienne, Associate Director, Pre-Award

FOR CITY: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
ATTN: City Manager

WITH COPY TO:

Dirk M. Smits
Vernis & Bowling

181990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036
Phone: 305-664-4675
Fax: 305-664-5414

SECTION 8. WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be as determined by Florida law.

8.1 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

8.2 Amendments. This Contract may only be amended by the prior written approval of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 9th day of June, 2015, and by The Florida International University Board of Trustees (Contractor), signing by and through its Associate Director, Pre-Award, duly authorized to execute same.

CONTRACTOR

WITNESS

By: Monique Powell

Dated: June 19, 2015

By: ^{MP} Ludmilla Etienne
Associate Director, Pre-Award

Dated: June 19, 2015

CITY

ATTEST

Diane Clavier
City Clerk

CITY OF MARATHON, FLORIDA
Chris Bull
Chris Bull, Mayor

23 day of June, 2015.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: [Signature]
City Attorney

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO UNIVERSITY PRINCIPAL

I, Ludmilla Etienne, certify that I am the Associate Director, Pre-Award of Florida International University_ and that I signed the Bid with the City of Marathon, Monroe County, Florida for Florida International University, with full authority to sign said **Bid** on behalf of Florida International University pursuant to Fla. Stat. Section 1004.22.

Signed and sealed this 19 day of June, 2015

(SEAL) 
Signature

Ludmilla Etienne, Associate Director, Pre-Award
Typed w/Title

STATE OF FLORIDA
COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED before me this 19 day of June, 2015

My Commission Expires: 2-28-18


Notary Public



CERTIFICATE AS TO AUTHORIZED UNIVERSITY PERSONNEL

I, Ludmilla Etienne certify that I am the Associate Director, Pre-Award of Florida International University, who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled **“Workforce/Affordable Housing Assessment and Action Planning Study.”**, and that the following persons have the authority to sign **payment requests** on behalf of Florida International University:

Oberlina Mayca
Oberlina Mayca, Senior Grants Specialist

Maria Luisa Mejia
Maria Luisa Mejia, Grants Specialist

Gabriela Gonzalez
Gabriela Gonzalez, Grants Specialist

Signed and sealed this 19 day of June, 2015

(SEAL)

Ludmilla Etienne
Signature

Ludmilla Etienne, Associate Director, Pre-Award
Typed w/Title

STATE OF FLORIDA
COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED before me this 19 day of June,
2015

My Commission Expires: 2-28-18

Gabriela Gonzalez
Notary Public

