

RESOLUTION NO. 23-07-63

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., FOR DEBRIS MONITORING SERVICES AND ADDING FINANCIAL RECOVERY ASSISTANCE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") secured the services of an experienced monitoring contractor capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from public property, public rights-of-way and at temporary debris staging and reduction sites, thereby ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster through Request for Proposals ("RFP 17-06"); and

WHEREAS, at its regular meeting on September 6, 2017 the Village Council ratified the Professional Service Agreement with Tetra Tech, Inc. ("Tetra Tech"), the highest-ranked firm for the services set forth in RFP 17-06, which was executed by the Village Manager on September 5, 2017 (the "Agreement"); and

WHEREAS, in performance of the services under the Agreement, Tetra Tech must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200; and

WHEREAS, Article 11.2 of the Agreement provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village; and

WHEREAS, the Village and Tetra Tech desire to enter into Amendment No. 2 to the Agreement ("Amendment No. 2"), attached here to as Exhibit "A", to update the Fee Schedule and to add additional provisions to the Agreement; and

WHEREAS, the Village Council finds that approval of Amendment No. 2 to the Agreement with Tetra Tech is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval of Amendment.** The Village Council of Islamorada, Village of Islands, hereby approves execution of Amendment No. 2 with Tetra Tech for debris monitoring services and for financial recovery assistance services.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Amendment No. 2.

Section 4. **Execution of Amendment No. 2.** The Village Manager is authorized to execute Amendment No. 2 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 2 and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Council Member Gregg, second by Vice Mayor Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED this 6th day of July, 2023.

DocuSigned by:

Joseph B. Pinder III

JOSEPH B PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:

John J. Quick

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**AMENDMENT NO. 2 TO
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
TETRA TECH, INC.**

THIS AMENDMENT NO. 2 to the Continuing Services Agreement ("Amendment No. 2") is made between **TETRA TECH, INC.**, a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE").

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the "Agreement") effective September 5, 2017; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-13 approving Amendment No. 1 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200 ("Amendment No. 1"); and

WHEREAS, the parties desire to enter into Amendment No. 2 to adjust the fee schedule and to add other relevant provisions to the Agreement, including updated pricing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in Amendment No. 2, CONSULTANT and the VILLAGE agree as follows.

Section 1. **Amendment to Exhibit A referenced in the Agreement.** The Agreement is amended to replace the hourly rates reflected on the Fee Schedule on pages 6-1 and 6-2 of Exhibit A attached to the Agreement with an updated Fee Schedule reflecting changes in pricing based on the change in Consumer Price Index for All Urban Consumers (CPI-U) from April 2022 to April 2023 (Exhibit 1).

Section 2. **Additional Provisions Included in the Agreement.** The following provisions are added to the Agreement:

13.16 **E-Verify.** CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONSULTANT, CONSULTANT *may not be awarded a public contract for a period of 1 year after the date of termination.*

13.17 **Scrutinized Companies.**

(a) CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(b) If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(c) CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 3. No Further Modifications. All other terms and conditions of the existing Agreement and Amendment No. 1 to the Agreement not in conflict or superseded by this Amendment No. 2 shall remain in full force and effect as if set forth herein.

Section 4. Effective Date. This Amendment No. 2 shall be effective upon execution by all parties.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties execute this Amendment No. 2 on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS



Marne McGrath, Village Clerk

By:



Ted Yates, Village Manager

Date:

7.11.23

Approved as to form and legal sufficiency:

By:



Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Attest:

TETRA TECH, INC.



Secretary Senior Vice President, General Counsel and Secretary
Print Name: Preston Hopson

By:

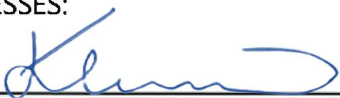


Print Name: Jonathan Burgiel

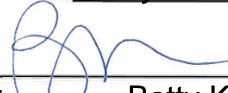
Title: Business Unit President

Date: 07/13/2023

WITNESSES:



Print Name: Kayla Lemaire



Print Name: Betty Kamara

TETRA TECH, INC.
UPDATED RATE SCHEDULE
Islamorada, Florida
Debris Monitoring Services
RFP No. RFP-17-06

<u>April 2022:</u>	279.879
<u>April 2023:</u>	295.315
<u>Increase Calculation:</u>	295.315 (April 2023) - 279.879 (April 2022) = 15.436
	15.436 / 279.879 (April 2022) = <u>5.5% increase</u>

	Current Hourly Rate	CPI	5.5% Increase	CPI	\$ Increase	CPI	Updated Hourly Rate w/ 5.5% CPI
Positions - Debris Monitoring Services							
Project Manager	\$75.00		5.50%		\$4.13		\$79.13
Operations Manager	\$62.00		5.50%		\$3.41		\$65.41
FEMA Coordinator	\$85.00		5.50%		\$4.68		\$89.68
Field Supervisor	\$42.00		5.50%		\$2.31		\$44.31
Data Manager/GIS	\$55.00		5.50%		\$3.03		\$58.03
Billing/Invoice Analyst	\$45.00		5.50%		\$2.48		\$47.48
Project Coordinator	\$34.00		5.50%		\$1.87		\$35.87
Disposal Site/Tower Monitor	\$34.00		5.50%		\$1.87		\$35.87
Field Coordinators/Collection Monitors	\$34.00		5.50%		\$1.87		\$35.87
Positions - Financial Recovery Assistance Services							
Administrative Assistant	\$42.00		5.50%		\$2.31		\$44.31
Research Assistant	\$51.00		5.50%		\$2.81		\$53.81
Analytical Aide/Surveyor	\$75.00		5.50%		\$4.13		\$79.13
Consulting Aide/Cost Estimator	\$85.00		5.50%		\$4.68		\$89.68
Junior Consultant	\$100.00		5.50%		\$5.50		\$105.50
Grant Management Consultant	\$115.00		5.50%		\$6.33		\$121.33
Senior Grant Management Consultant	\$125.00		5.50%		\$6.88		\$131.88
Supervising Consultant	\$145.00		5.50%		\$7.98		\$152.98
Program Manager	\$165.00		5.50%		\$9.08		\$174.08
Senior Program Manager	\$175.00		5.50%		\$9.63		\$184.63
Principal Consultant	\$190.00		5.50%		\$10.45		\$200.45
Subject Matter Expert	\$225.00		5.50%		\$12.38		\$237.38