



## COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

From: Carlos A. Solis, P.E., Director of Public Works & Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-44** Approval Of A Second Amendment To The Existing Contract For Emergency Debris Removal Monitoring Services With Tetra Tech, Inc.; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

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### BACKGROUND & JUSTIFICATION:

The City is currently under contract with Tetra Tech, Inc. for emergency debris removal monitoring services. In cases of declared emergencies, the cost for these services is reimbursable by the Federal Government, primarily through FEMA. The service is required to provide detail monitoring and accountability of debris removal services for reimbursement to FEMA for such work. In May of 2023, the City executed the first of two allowable extensions for these services. This extension expires on June 10, 2025, however, the contract has provisions for a second extension of an additional two year term. In the previous request for proposal, Tetra Tech was the only respondent. As stated in the original RFP, the contractor may request a price increase at the sole discretion of the City Council. The contractor did not request an increase in the first extension, and is requesting an increase equivalent to the CPI adjustment as established by the Federal Government for the period ending in April 2025, which is expected to be in the 2.4% range. Due to the inflationary period experience since the original contract was executed in May of 2020, it is staff's opinion that the CPI increase is a reasonable request.

### CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	XXX	___

### FISCAL NOTE:

If a notice to proceed is issued for this contract it will require a budget amendment.

RECOMMENDATION: Council Approve Resolution



April 28, 2025

Sent via email to [Solisc@ci.marathon.fl.us](mailto:Solisc@ci.marathon.fl.us)

Carlos A. Solis, P.E.  
Director of Public Works & Engineering  
City of Marathon | Public Works  
9805 Overseas Highway  
Marathon, FL 33050

RE: Emergency Disaster Debris Removal Monitoring Service (RFP No. 2020-004)  
2025 Request for Contract Renewal and Rate Change

Dear Mr. Solis,

The City of Marathon, Florida (City) entered into a contract for Emergency Disaster Debris Removal Monitoring Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on June 10, 2020 through June 10, 2023, with a current expiration date of June 10, 2025, with the option to renew the contract term for up to two (2) additional two (2) year periods.

Tetra Tech is requesting the City to exercise the second renewal option from June 10, 2025 to June 10, 2027 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation for April 2024 to April 2025.

Please contact me directly at [TDR.Contracts@tetratech.com](mailto:TDR.Contracts@tetratech.com) should you have any questions or need additional information related to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kayla Lemaire', with a stylized, flowing script.

Kayla Lemaire  
Contract Administrator II

**Tetra Tech, Inc.**

2301 Lucien Way, Suite 120, Maitland, FL 32751  
407-735-6580 | [TDR.contracts@tetratech.com](mailto:TDR.contracts@tetratech.com) | [tetratech.com](http://tetratech.com)

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A SECOND AMENDMENT TO THE EXISTING CONTRACT FOR EMERGENCY DEBRIS REMOVAL MONITORING SERVICES WITH TETRA TECH, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “CITY”) and Tetra Tech, Inc. (the “CONTRACTOR”) entered into a three-year agreement for disaster response services related to Debris Removal Monitoring (the “Agreement”), dated June 10, 2020; and

**WHEREAS**, the CITY and CONTRACTOR have agreed to renew the agreement with an CPI adjustment as established by the Federal Government for the period ending in April 2025, and an additional two (2) year term as both are allowed in the current contract by written notice; and

**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 Amendment to the Agreement between the City and the Contractor for disaster response services related to Debris Removal Monitoring, 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 by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract 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 13<sup>TH</sup> DAY OF MAY, 2025.**

**THE CITY OF MARATHON, FLORIDA**

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**Lynn Landry, Mayor**

AYES:

NOES:

ABSENT:

ABSTAIN:

**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:**

\_\_\_\_\_  
Steve Williams, City Attorney

## **SECOND AMENDMENT TO EMERGENCY PROFESSIONAL SERVICES AGREEMENT**

This second Amendment to The Goods And Services Agreement is entered into this \_\_\_\_ day of May, 2025, by and between the CITY OF MARATHON, a Florida municipal corporation, with its address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the “CITY”) and Tetra Tech, Inc., with its address at 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as the “CONTRACTOR”).

### **WITNESSETH:**

**WHEREAS**, the CITY and CONTRACTOR entered into a three-year agreement for disaster response services related to Debris Removal Monitoring (the “Agreement”), dated June 10, 2020; and

**WHEREAS**, the CITY and CONTRACTOR have agreed to renew the agreement under the same conditions for an additional two (2) year term as allowed in the current contract by written notice; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The Term of the Agreement is amended to extend to and through June 10, 2027.

**Section3.** As stipulated in the original RFP, and as may be approved by the City Council, a price adjustment may be approved by Council. As such, a price increase equal to the CPI as of April 30, 2025 shall be allowed for this extension.

**Section3.** In the event a hurricane or similar emergency, the Tetra Tech Agreement would be subject to activation by the City.

**Section 4.** Any services provided under the Tetra Tech agreement are hereby subject to all pertinent FEMA guidance, as may have been updated at the time of activation of the Agreement.

**Section 5.** This amendment shall take effect immediately upon its adoption and execution by the CONTRACTOR and CITY, the City Manager is authorized to execute the agreement on behalf of the CITY.

**IN WITNESS WHEREOF,** CITY and CONTRACTOR have made and executed this Agreement on the date written above.

CITY OF MARATHON, FLORIDA

ATTEST:

\_\_\_\_\_  
Diane Clavier, City Clerk

\_\_\_\_\_  
George Garrett, City Manager

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

\_\_\_\_\_  
Steve Williams, City Attorney

Tetra Tech, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_