RESOLUTION NO. 2018-12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING TETRA TECH TO UPDATE THE VILLAGE'S COMPREHENSIVE EMERGENCY MANAGEMENT AND HURRICANE PLANS AND PROVIDE RELATED SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") is in need of updating its 2006 Comprehensive Emergency Management and Hurricane Plans; and

WHEREAS, the Village has obtained three (3) proposals to assist the Village in updating its Comprehensive Emergency Management and Hurricane Plans and providing related services (the "Project"); and

WHEREAS, Tetra Tech ("Consultant") has provided a proposal, attached as Exhibit "A," (the "Proposal") to assist with the Project; and

WHEREAS, the Village Council desires to authorize the Village Manager to enter into a Professional Services Agreement with Consultant for the Project consistent with the proposal attached as Exhibit "A;" and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

Section 1. **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Selection.** The Village Council hereby selects Consultant for the Project.

Section 3. **Authorization.** The Village Manager is hereby authorized to execute a Professional Services Agreement with the Consultant for the Project consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $106,132.00, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this 10th day of April, 2018.

MAYOR MAYRA PEÑA LINDSAY

ATTEST:

JENNIFER MEDINA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

VILLAGE ATTORNEY

Exhibit A

Proposal from
Tetra Tech, Inc.
dated
April 9, 2018
for
Comprehensive Emergency Management Plan, Hurricane Plan, and Related Services

PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES BETWEEN
VILLAGE OF KEY BISCAYNE
AND TETRA TECH

DATE: April 9, 2018

TITLE: **UPDATE OF EMERGENCY MANAGEMENT DOCUMENTS**

I. PROJECT BACKGROUND

Tetra Tech (CONSULTANT) is pleased to provide this proposal for professional services for the above referenced project. The purpose of this project is for the CONSULTANT to provide professional services to assist the Village of Key Biscayne (VILLAGE) in reviewing and updating the 2006 Comprehensive Emergency Management Plan (CEMP) and Hurricane Plan in accordance with industry standards. Per our meeting with the VILLAGE on April 2, 2018, this proposal also includes the development of a Disaster Debris Management Plan (DDMP), tabletop exercise, Continuity of Operations Plan (COOP), and a training and exercise needs assessment. Professional services associated with the update will be performed in accordance with the VILLAGE's terms and conditions attached to this proposal.

The current CEMP and Hurricane Plan were prepared by All Hands Consulting. Since its implementation in 2006, there have been several revisions to the guidelines for preparedness.

II. SCOPE OF SERVICES

The activities generally include the following tasks:

1. Project Initiation and Management
2. CEMP and Hurricane Plan Update
3. Disaster Debris Management Plan
4. Tabletop Exercise
5. Continuity of Operations Plan
6. Planning, Training, and Exercise Needs Assessment

Below is a detailed summary of the tasks to be performed.

TASK 1. PROJECT INITIATION AND MANAGEMENT

Project Management. The CONSULTANT will consist of establishing project control, monitoring, administration and quality assurance / quality control (QA/QC) processes and activities. CONSULTANT will be responsible for oversite of the project, including coordination with the VILLAGE team members. In addition, responsibilities under this task include tracking of resources, budget, and schedule; preparation of monthly status reports and overall technical coordination and documenting progress on the project. The monthly status reports will be submitted to

the VILLAGE along with monthly invoices. The CONSULTANT will prepare a timeline and monitor each component through project completion.

Kickoff Meeting. The CONSULTANT will initiate the project by conducting an on-site project planning / kickoff meeting with the VILLAGE's project sponsor. During this meeting, CONSULTANT and the VILLAGE project sponsor will establish the overarching planning objectives that will define the process, identify documents to be reviewed by CONSULTANT to aid in the assessment, determine project milestones, and introduce the CONSULTANT project team members.

Together, the CONSULTANT project manager and the VILLAGE project sponsor will accomplish the following:

- Confirm the project schedule, deliverables, and planning assumptions.
- Agree upon the documents to be reviewed.
- Identify individuals to be involved in the planning process.
- Determine and agree upon the timeline and deadlines for project-related deliverables.

Immediately following the project planning / kickoff meeting, CONSULTANT will also allocate up to eight hours to work directly with the VILLAGE project sponsor to discuss updates to the CEMP, Hurricane Plan, DDMP and COOP, as well as, meet with specific departments involved in an emergency.

Work Plan. Within one week of the project planning meeting, the CONSULTANT project manager will provide the VILLAGE with a detailed work plan and timeline based on the objectives established during the meeting. Once approved, the work plan will guide the development, execution, and follow-up phases of the project. The work plan will confirm CONSULTANT's understanding of the general scope of the project and will identify the core goals and objectives of the project. CONSULTANT's project manager will collaborate with the VILLAGE project sponsor to identify and confirm critical meeting dates and project milestone dates.

Deliverables.

1. Project Planning / Kickoff Meeting – CONSULTANT will conduct a project planning meeting with the VILLAGE project sponsor to introduce the CONSULTANT project team, identify VILLAGE staff to be involved in the planning process, and discuss the project deliverables and associated timeline for the project. The project planning meeting will include two members from the CONSULTANT. Draft meeting minutes will be provided for review and comment. Final minutes will generally follow five business days after the draft minutes are issued.
2. Work Plan – CONSULTANT will develop a detailed work plan that outlines the project phases and timeline for deliverable completion.

TASK 2. CEMP AND HURRICANE PLAN UPDATES

Evaluation. During this phase, the CONSULTANT team will focus on assessing the CEMP and Hurricane Plan to identify needed updates and areas for improvement. To

aid in the evaluation and review of CEMPs, CONSULTANT has developed a planning crosswalk that addresses planning standards and best practices for disaster recovery and emergency planning. CONSULTANT will use the crosswalk to assess the CEMP, the Hurricane Plan, and included emergency support function annexes and incident-specific appendices. CONSULTANT will also review the VILLAGE's after action reports to capture recommendations in the assessment process. We will work with Miami-Dade County to access their Hazard Mitigation Plan in order to address hazards in the plan that relate directly to the VILLAGE.

Update. CONSULTANT will update the VILLAGE's CEMP and Hurricane Plan based on input identified during evaluation of the plans. CONSULTANT will use the Federal Emergency Management Agency's (FEMA) Comprehensive Planning Guidance 101, Version 2 methodologies and the State of Florida CEMP-001 and CEMP-002 to update the CEMP (including annexes and appendices) and the Hurricane Plan. The plan will comply with the National Incident Management System (NIMS), the National Preparedness Goal and the National Response Framework. Of particular focus, CONSULTANT will develop a Bridge Annex for the CEMP that addresses the viability of the Rickenbacker Causeway and the impacts to the VILLAGE if it suffers damage from a hurricane or other natural disaster. CONSULTANT will also develop checklist job aids to assist with implementing the plans. After updating the CEMP and Hurricane Plan, CONSULTANT will provide the draft to the VILLAGE for a 1-week review period.

Finalization. After the 1-week review period, CONSULTANT will facilitate a virtual meeting with the VILLAGE project sponsor to review the newly updated CEMP and Hurricane Plan. During the meeting, CONSULTANT will highlight the changes made to the CEMP and Hurricane Plan and provide an opportunity for the VILLAGE to provide feedback. Following the updated CEMP and Hurricane Plan review meeting, CONSULTANT will finalize the CEMP and Hurricane Plan and provide electronic copies of the CEMP and the Hurricane Plan.

Deliverables.

1. Draft Updated CEMP and Hurricane Plan – Tetra Tech will update the CEMP and Hurricane Plan based upon the input from the Village. The CEMP and Hurricane Plan will be provided to the Village for review.
2. Updated CEMP and Hurricane Plan Review Meeting – Tetra Tech will facilitate a virtual meeting with the Village workgroup to review the changes to the plans and collect additional feedback before the plans are finalized.
3. Final Updated CEMP and Hurricane Plan – Tetra Tech will finalize the CEMP and the Hurricane Plan and provide electronic copies to the Village.

TASK 3. DISASTER DEBRIS MANAGEMENT PLAN

A DDMP is a dynamic document that addresses VILLAGE staff roles and responsibilities regarding debris removal operations. The plan also outlines the VILLAGE's debris operations across the phases of disaster planning (normal operations, pre-event preparations, post-event response, and post-event recovery). CONSULTANT maintains a cadre of planning and disaster recovery experts that

have assisted local jurisdictions with planning for and recovering from some of the largest debris-generating events the country has faced in recent years. Due to this experience, CONSULTANT has the unique understanding and knowledge of what it takes to successfully plan for the debris generated by a disaster.

Development. CONSULTANT will meet with representatives from departments over the course of one day to collect information regarding VILLAGE department roles, responsibilities, and resources. CONSULTANT will then develop the VILLAGE's DDMP[1]. The plan will comply with the NIMS, Incident Command System (ICS), Public Assistance Program and Policy Guide FP 104-009-2, Federal Highway Administration Emergency Relief (FHWA-ER) Fund guidelines, and Florida Department of Environmental Protection (FDEP), and U.S. Environmental Protection Agency (EPA) best practices for debris management.

DDMP Finalization. After the 1-week review period, CONSULTANT will facilitate a virtual meeting with the VILLAGE project sponsor to review the newly developed DDMP. During the meeting, CONSULTANT will highlight key components of the DDMP and provide an opportunity for the VILLAGE to provide feedback. Following the DDMP review meeting, CONSULTANT will finalize the DDMP and provide electronic copies of the DDMP.

Deliverables.

1. DMS Site Visits – Tetra Tech will visit up to four debris management sites (during the same trip as the project planning/kickoff meeting).
2. Draft DDMP – Tetra Tech will develop and deliver the draft version of the Village's DDMP to the Village for review and comment.
3. DDMP Review Meeting – Tetra Tech will conduct a virtual meeting with the project sponsor to review key elements of the plan so key personnel have a fundamental understanding of the components of the DDMP.
4. Final DDMP – Tetra Tech will finalize and provide electronic copies to the Village.

TASK 4. TABLETOP EXERCISE

Regularly scheduled exercises are critical to ensuring that the VILLAGE can execute its plans, policies and procedures during an emergency. Exercising is one of the most effective ways to discover and document necessary modifications. A successful exercise program should be progressive in nature, building from simple, individual tasks to complex, multi-organizational interactions. The program should contain activities that build on training and improve capabilities through a series of tests and exercises.

Exercises are conducted for the purpose of validating elements of the VILLAGE's plans, both individually and collectively. Exercises should be realistic rehearsals/simulations of an emergency in which individuals and organizations demonstrate the tasks that would be expected of them in a real event. They should provide simulations that promote preparedness; improve the response capability of

[1] This plan will become an annex of the Village's CEMP.

individuals and organizations; validate plans, policies, procedures, and systems; and determine the effectiveness of the command, control, and communication functions and event scene activities.

Design and Conduct. CONSULTANT proposes to conduct a tabletop exercise to provide an opportunity for key personnel to work through a realistic scenario focused on the VILLAGE's ability to conduct debris operations following a hurricane. The tabletop exercise will follow the guidelines and requirements of the Homeland Security Exercise and Evaluation Program (HSEEP). CONSULTANT will facilitate a virtual initial planning meeting with the VILLAGE personnel to determine the exercise objectives, set the scenario and discuss important areas of concern the VILLAGE wants to make sure participants address during play. Following the meeting, CONSULTANT will develop the documents that will be used to the conduct of the exercise. CONSULTANT hold a virtual final planning meeting with VILLAGE personnel to review the developed documentation and discuss final logistical needs for the exercise. CONSULTANT will provide one lead facilitator and one evaluator for the exercise along with exercise materials for up to 25 participants.

Evaluation. Following the tabletop exercise, CONSULTANT will prepare an After Action Report (AAR) and conduct a virtual AAM to review the findings from the exercise. The AAR will document the goals and objectives; provide a synopsis of the exercises and an analysis of performance towards achieving the exercise goals; and offer recommendations for remediation and conclusions.

It assumed that the VILLAGE will request a yearly exercise to be conducted by CONSULTANT. At that time, a separate proposal will be provided to the VILLAGE for review.

Deliverables

1. Exercise Planning Meetings – Tetra Tech will conduct virtual planning meetings.
2. Exercise Documentation – Tetra Tech will develop the Situation Manual (SitMan), Exercise Evaluation Guides (EEGs) reference materials, and the facilitator/evaluator handbook.
3. Exercise Conduct – Tetra Tech will provide one lead facilitator and one evaluator for the exercise.
4. After Action Report / Improvement Plan – Tetra Tech will provide a draft and final AAR/IP.

TASK 5. CONTINUITY OF OPERATIONS PLAN

A continuity of operations plan (COOP) provides a vital guide for government agencies to determine the essential services they provide to their community, and which ones cannot stop if an emergency occurs. The plan not only addresses how these services will be provided to the community, but also from what location departments will operate if their work location is damaged or uninhabitable. To produce an effective COOP plan, department personnel must be engaged throughout the planning process. Department personnel must be given the training, knowledge, and tools to make honest and realistic COOP decisions on their own. Giving

employees the tools to take ownership of a COOP results an effective and dynamic COOP program.

COOP Team Working Group Session 1. CONSULTANT will work with the VILLAGE project sponsor to identify representatives who will serve as the COOP Planning Team (hereafter referred to as the COOP Team). The COOP Team should include representatives from departments that provide critical services to the community as well as to other VILLAGE departments such as information technology, budget and risk management, human resources, and administration.

The first working group session will introduce the COOP Team to the COOP planning process and discuss project involvement. They will then work to define the vision, mission, and long-term goals of the VILLAGE's COOP plan. The remainder of the first session will focus on developing criteria for determining essential functions, considering time criticality and recovery time objectives (e.g., within 12 hours, 24-72 hours, 14 days, etc.), emergency priority (supporting citizen and employee basic needs of food, water, shelter, and medical, care, as applicable), administrative priority to sustain VILLAGEs infrastructure (fiscal), or other guidelines as determined necessary by the participants.

The CONSULTANT team will provide the COOP Team with a workbook that forms the foundation of the VILLAGEs COOP plan and reflects the unique policies and characteristics of the organization. This workbook will focus on the following elements: criteria for prioritizing essential functions and the requirements for alternative work sites.

COOP Surveys. Ensuring we have a comprehensive and accurate list of essential functions is the core foundation of any COOP planning process. The CONSULTANT team will provide the VILLAGE project sponsor with a survey and instructions to be distributed to the VILLAGE's departments for information-gathering purposes. The VILLAGE project sponsor will collect and return the completed surveys to the CONSULTANT team. This information will be used to determine who to include in the interview process and will provide a foundation for the interview process.

Essential Function Review. This task will focus on defining core operations so that critical processes and resources can be identified and prioritized. Critical resources include the personnel, facilities, equipment, supplies, records, and systems required to perform the VILLAGE's essential functions.

Document Review. In preparation for on-site consultations with each VILLAGE department, the CONSULTANT team will review the survey data and all other relevant emergency management-related documentation provided by the VILLAGE.

Consultation with Departments. After reviewing the documentation, CONSULTANT team will use results of the COOP survey to identify key VILLAGE employees in each department for the consultations. The CONSULTANT team will also use results of the COOP survey to gather information necessary to identify and address lines of succession and authority, departmental essential functions, staffing requirements, alternate facilities, and vital documents/records. The survey will serve as the foundation for the consultation, providing the CONSULTANT team with an understanding of the roles and responsibilities of each department. The

CONSULTANT team will verify the information and gather additional information on the critical processes and required resources to support those processes. During the consultations, the CONSULTANT team will assist the VILLAGE's departments with prioritizing their essential functions and identifying the time criticality and recovery time objectives associated with these functions. The operational impact of the loss of the essential functions will also be documented. CONSULTANT will conduct consultations with up to 10 key departments and will be conducted on-site within one calendar week.

COOP Vulnerability and Risk Analysis. Risk analysis and mitigation are key components in disaster preparedness. The COOP Vulnerability and Risk Analysis task will document and prioritize the vulnerabilities and risks noted during on-site inspections of up to five VILLAGEs primary operating facilities and identify overall priorities for the VILLAGE COOP plan as well as the priorities for each department.

The COOP Vulnerability and Risk Analysis will support the VILLAGE's understanding of critical resource vulnerabilities and the development of a mitigation plan that minimizes the risk of losing a critical resource. This analysis will take into account hazard identification and risk assessment in terms of natural and human-caused hazards that may face each department and mission-critical asset. In addition, the analysis will identify risks related to the facility, personnel, systems, equipment, and records.

Each department will complete a department risk worksheet to identify risks affecting departmental performance and rate the risks according to the severity of vulnerability of each risk. The CONSULTANT team will also conduct a cursory facility inspection of up to five of the VILLAGE's primary operating facilities following completion of the facility risk worksheet, which will examine building-specific COOP risks. Deliverables associated with the COOP Vulnerability and Risk Analysis task set the stage for developing a COOP plan that addresses the highest priority vulnerabilities and risks.

COOP Team Working Group Session 2. The CONSULTANT team will facilitate a virtual second working group session with the COOP Team to review the results of the interviews and COOP Vulnerability and Risk Analysis. Overall priorities for the COOP planning effort will be identified during this working group session as well as specific appendices for each VILLAGE department.

COOP Plan Development. During this task, the CONSULTANT team will produce the VILLAGE's COOP plan. The COOP plan will identify the essential continuity planning elements and will be accompanied by actionable checklists to follow during an emergency,

The COOP checklists are important components in the implementation of operational plans and procedures to be used during an event for a timely and orderly response and recovery. The checklists address continuation of essential functions in a time-phased operational approach to promote a smooth transition from response through recovery. The checklists address response (activation and relocation zero-12 hours), stabilization (alternate operating facility operations), and recovery (reconstitution, termination, and return to normal operations).

Once an initial draft of the COOP plan is finalized, CONSULTANT will facilitate a virtual meeting to review the COOP with the COOP Team. The CONSULTANT team will also discuss COOP implementation and the strategy for plan maintenance.

Deliverables.

1. COOP Working Group Session No. 1 – In-person working group session with the COOP Team to establish key elements of the overarching COOP program.
2. COOP Working Group Session No. 2 – The virtual second working group session will focus on completion of the COOP work group to lay out the remainder of the COOP Base Plan.
3. COOP Surveys – Surveys completed by each department to capture essential functions and supporting data for up to 10 departments.
4. Essential Function Review and Risk Analysis – The Essential Function Review will define core operations so that critical processes and resources can be identified and prioritized. The Vulnerability & Risk Analysis will document and prioritize the vulnerabilities and risks noted during on-site inspections of up to five Villages primary operating facilities and identify overall priorities for the Village COOP as well as the departmental COOPs
5. COOP Consultations – The Tetra Tech will conduct onsite individual department consultations (via conference call) to validate and verify information for essential functions identified by the departments. This will be conducted with up to 10 departments.
6. Draft COOP – Draft of the COOP plan
7. Plan Review Meeting – Virtual meeting with the Village COOP Team to discuss the draft document and obtain feedback for the final version.
8. Final COOP – Final version of the COOP plan

TASK 6. PLANNING, TRAINING, AND EXERCISE NEEDS ASSESSMENT

The Planning, Training, and Exercise Needs Assessment will serve as a roadmap for the VILLAGE by identifying training, planning, and exercise needs that should be set as priorities to increase preparedness, response and recovery capabilities. The CONSULTANT project team will use a capabilities-based planning approach to identify the planning, training, and exercise needs that will help strengthen the VILLAGE's ability to respond and recover from both natural and man-caused disasters. The assessment will also include an overview of the best practices and lessons learned from the plan updates and exercises.

To develop the assessment the CONSULTANT Team will review the documentation provided at the beginning of the project to identify potential planning gaps that the VILLAGE may have and what types of plan, policies or standard operating guidelines/procedures may be able to address these gaps. The CONSULTANT team will also discuss with the VILLAGE's project sponsor the VILLAGE's current training program focusing on plan orientation and Incident Command System (ICS) training, the involvement of the VILLAGE's departments in training efforts and gaps identified in the tabletop exercise. Finally, the project team will identify scenarios for

future tabletop exercises that address items identified as areas for improvement in the tabletop exercise.

Having this type of roadmap will enhance the VILLAGE's preparedness posture and help to create a safe and secure environment for staff and residents alike.

Deliverables.

1. Planning, Training, and Exercise Needs Assessment – Report outlining best practice, lessons learned, and suggested actions for the Village to increase safety and security posture.

III. ASSUMPTIONS AND SERVICES NOT INCLUDED

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

1. **Project Sponsor.** The VILLAGE will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
2. **Access to Materials/Plans.** Documentation that is deemed pertinent to the critical operations of the VILLAGE should be made available to CONSULTANT for review, upon request, in electronic format.
3. **Period of Performance.** To the extent the period of performance is required to be extended due to reasons beyond the CONSULTANT's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
4. **Deliverables.** CONSULTANT agrees to deliver electronic copies of the interim draft deliverables throughout the planning process, and electronic copies of the final deliverables at the end of the project.
5. **Work Location/Meeting Space.** The VILLAGE will provide meeting room space to conduct on-site meetings and exercise. CONSULTANT will perform work off-site at CONSULTANT offices except when required to be on-site for meetings.
6. **Acceptance of Deliverables.** Deliverables will be submitted to the VILLAGE in draft format. The VILLAGE's comments should be provided within seven (7) calendar days in order to meet the period of performance timeframe. Upon incorporation of revisions to the draft deliverables and one final resubmission to the VILLAGE, the deliverables will be considered accepted.
7. **Payment Plan Based on Deliverables.** The VILLAGE will be invoiced monthly for completed deliverables. Upon incorporation of comments and edits to the draft deliverables and resubmission to the VILLAGE, such deliverables will be considered accepted and payment will be due. Invoice payment terms are net 30 days.
8. **Proposal.** This proposal is based on CONSULTANT's current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the VILLAGE. The final approved proposal will be part of the awarded contract by reference or incorporated as an exhibit.
9. Hazard Mitigation Plan to be reviewed under separate proposal.

10. Permitting, Design, Bid and Advertisement, or Construction Services are not included.
11. Presentations to the Council is not included.
12. The proposed timeline will assume a 2-week review by the VILLAGE of the draft submittal.
13. Deliverables will be submitted to the VILLAGE in draft format. Upon incorporation of revisions to the draft submittals, final will be resubmitted to the VILLAGE.
14. Services for additional meetings that may be requested by the VILLAGE are not accounted for in this proposal. Should the VILLAGE request any further meetings, the CONSULTANT will amend this agreement as needed to cover them.

IV. COMPENSATION SUMMARY

The CONSULTANT will perform the above described services herein for a Lump Sum fee of $106,132. A breakdown by task of the fees is summarized in the table below. Invoices will be issued monthly and compensation will be based on the percentage of completion determined for the respective tasks per the VILLAGE's Terms and Conditions referenced in Section I above.

Task		Fee
Task 1	Project Initiation and Management	$30,339
Task 2	CEMP and Hurricane Plan Updates	$19,491
Task 3	DDMP	$15,460
Task 4	Tabletop Exercise	$13,748
Task 5	Continuity of Operations Plan	$20,526
Task 6	Planning, Training, and Exercise Needs Assessment	$6,567
	TOTAL LUMP SUM	**$106,132**

V. SCHEDULE

Work will begin upon execution of this proposal. A preliminary schedule is summarized below. The estimate time to complete the aforementioned tasks is approximately 24 weeks from notice to proceed, with an additional 4 weeks for management to complete final invoicing.

Task		Duration
Task 1[1]	Project Initiation and Management	28 weeks
Task 2[2]	CEMP and Hurricane Plan Updates	6 weeks
Task 3[2]	DDMP	6 weeks
Task 4	Tabletop Exercise	6 weeks
Task 5	Continuity of Operations Plan	8 weeks
Task 6	Planning, Training, and Exercise Needs Assessment	2 weeks

1. Task 1 includes an additional 4 weeks and runs parallel to the life of the project.
2. Tasks 2 and 3 will occur in parallel.

If this proposal is acceptable to you, please sign below and return one copy to our office so that we may proceed. Thank you for the opportunity to serve you.

IN WITNESS WHEREOF, the Village of Key Biscayne (VILLAGE), represented by signature of the Village Manager and Tetra Tech, Inc. (CONSULTANT) has executed this Work Authorization as of the day and year written below:

ACCEPTED AND AGREED

VILLAGE OF KEY BISCAYNE

John C. Gilbert
Village Manager
Village of Key Biscayne's Special Projects
88 West McIntyre Street, Suite 230
Key Biscayne, FL 33149

Date: 4/10/18

TETRA TECH

Kenneth Caban, PE, BCEE
Vice President

Date: 5/4/18

Cc: Christopher Zavatsky, PE, Tetra Tech
Mary Turner, Tetra Tech
Accounting

TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT USI

Rates Effective Starting: March 6, 2017

Personnel	Hourly Rate
Management	
Operations Management	
Consultant/Planner/Analyst	$225.00
Subject Matter Expert	$240.00
Principal in Charge	$300.00
Project and Program Management	
Program Analyst	$95.00
Project Manager 1	$165.00
Project / Program Manager	$175.00
Sr Project Manager	$215.00
Program Manager	$245.00
A/E Services	
Engineers	
Engineer 1	$90.00
Engineer 2	$110.00
Engineer 3	$125.00
Project Engineer 1	$135.00
Project Engineer 2	$165.00
Sr Engineer 1	$215.00
Sr Engineer 2	$220.00
Sr Engineer 3	$250.00
Principal Engineer	$260.00
Engineering Designers	
Engineering Technician	$60.00
Engineering Designer 1	$90.00
Engineering Designer 2	$95.00
Engineering Designer 3	$115.00
Sr Eng Designer 1	$125.00
Sr Eng Designer 2	$140.00
Architects	
Architectural Designer 1	$75.00
Architectural Designer 2	$80.00
Architectural Designer 3	$105.00
Architect 1	$120.00
Architect 2	$140.00
Sr Architect 1	$170.00
Sr Architect 2	$195.00
Architectural Program Mgr	$255.00
Information Technology	
Sys Analyst / Programmer 1	$105.00
Sys Analyst / Programmer 2	$120.00
Sr Sys Analyst / Programmer 1	$145.00
Sr Sys Analyst / Programmer 2	$195.00

TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT USI

Rates Effective Starting: March 6, 2017

Personnel	Hourly Rate
Sci Svcs	
Scientists	
Scientist 1	$80.00
Scientist 2	$95.00
Scientist 3	$100.00
Sr Scientist 1	$135.00
Sr Scientist 2	$165.00
Sr Scientist 3	$210.00
Field Services	
Construction Observation	
Construction Project Rep 1	$80.00
Construction Project Rep 2	$90.00
Sr Constr Project Rep 1	$125.00
Sr Constr Project Rep 2	$150.00
Construction Administration	
Construction Administrator	$75.00
Sr Construction Administrator	$110.00
Construction Management	
Construction Manager 1	$150.00
Construction Manager 2	$195.00
Construction Director	$200.00
Surveying	
Survey Tech 1	$55.00
Survey Tech 2	$75.00
Survey Crew Chief	$95.00
Surveying Specialist	$100.00
Land Surveyor	$110.00
Sr Land Surveyor	$155.00
Plant Operations	
Plant Operator 1	$85.00
Plant Operator 2	$90.00
Plant Supervisor	$100.00
Technical Services	
Technicians	
Technician 1	$55.00
Technician 2	$75.00
Technician 3	$90.00
Sr Technician 1	$120.00
Sr Technician 2	$130.00
Sr Technician 3	$140.00

TETRA TECH

Schedule of Hourly Rates

Engineering and Consulting Services (ECS)

Hourly Billing Rates for: TT USI

Rates Effective Starting: March 6, 2017

Personnel	Hourly Rate
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	$65.00
CAD Technician 2	$70.00
CAD Technician 3	$75.00
CAD Designer	$90.00
Sr CAD Designer 1	$115.00
Sr CAD Designer 2	$140.00
CAD Director	$150.00
Geographic Information Systems (GIS)	
GIS Analyst 1	$65.00
GIS Analyst 2	$100.00
Sr GIS Analyst	$110.00
GIS Application Developer	$130.00
Sr GIS Application Developer	$160.00
Business Support	
Project Administration	
Administrative Specialist	$60.00
Analytical Aide	$75.00
Planning Aide	$80.00
Consulting Aide	$90.00
Contracts / Legal	
Contract Administrator	$80.00
Sr Contract Administrator	$105.00
Finance / Accounting	
Project Analyst 1	$70.00
Project Analyst 2	$90.00
Sr Project Analyst	$140.00
Project Accounting Director	$230.00
Technical Writers	
Technical Writer 1	$65.00
Technical Writer 2	$75.00
Sr Technical Writer	$85.00
Graphics	
Graphic Artist	$115.00
Consulting	
Consultant 1	$110.00
Consultant 2	$125.00
Consultant 3	$135.00
Sr Consultant 1	$150.00
Sr Consultant 2	$175.00
Sr Consultant 3	$190.00

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
TETRA TECH, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of April, 2018 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, Florida 33149 (hereinafter the "Village"), and **Tetra Tech, Inc.,** a California Corporation authorized to do business in Florida whose address is 6303 Blue Lagoon Drive, Suite 305, Miami, FL 33126 (hereinafter the "Consultant").

WHEREAS, the Consultant will provide professional engineering services to assist the Village with the update to the 2006 Comprehensive Emergency Management Plan (CEMP), the 2006 Hurricane Plan, and related plans, all as more fully described in Section 1.1 below (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

   1.1 Consultant shall provide the Services set forth in the proposal attached hereto as Exhibit "A" and incorporated herein by reference.

   1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").

2. **Term/Commencement Date.**

   2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for twelve (12) months thereafter, unless earlier terminated in accordance with Paragraph 8.

   2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. **Compensation and Payment.**

3.1 Compensation for Services provided by Consultant shall be in accordance with the proposal attached hereto as Exhibit "A."

3.2 Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval shall be in Village Manager's sole and absolute discretion.

5. **Village's Responsibilities**

5.1 Village shall make available any staff and representatives, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2 Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local

laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

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, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. **Termination.**

8.1 The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

a. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

b. Workers Compensation and Employer's Liability insurance, 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 $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

c. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. 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 Village reserves the right to inspect and return a certified copy of such

policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The 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 (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

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

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 indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the 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 Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-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 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 (or their successors) at the following addresses:

For the Village:
John C. Gilbert
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to:
Chad Friedman, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.A.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

For the Consultant:
Tetra Tech, Inc.
c/o Kenneth Caban, P.E., BCEE
Vice President
6303 Blue Lagoon Drive, Suite 305
Miami, FL 33126

14. **Governing Law and Venue**.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade 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.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

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

16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following

completion of the Agreement until the records are transferred to the Village.

16.3 Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Jennifer Medina
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149

Telephone number: **305-365-5506**
Email: **jmedina@keybiscayne.fl.gov**

17. **Nonassignability.**

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

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 an independent contractor and not an agent or employee of the Village 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.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

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. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

TETRA TECH, INC., a ~~California~~ DELAWARE Corporation authorized to do business in Florida

By: _____

Name: KENNETH CABAN

Title: VICE PRESIDENT

Date Executed: 5/4/18

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE VILLAGE:

VILLAGE OF KEY BISCAYNE, a Florida municipal corporation

By: _____
John C. Gilbert, Village Manager

Date Executed: 4/10/18

Attest:

By: _____
Jennifer Medina, Village Clerk, CMC

Approved as to Form and Legal Sufficiency:

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

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services are those contained in the Consultant's proposal dated April 9, 2018, attached hereto and incorporated herein by reference.