

Agenda Item __C- 5__

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO EXECUTE THE SECOND ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT FOR URBAN FORESTRY SERVICES IN ORDER TO EXTEND THE AGREEMENT FOR THE SECOND AND FINAL RENEWAL PERIOD ENDING JANUARY 1, 2023.

Issue:

On January 2, 2019, the Village entered into a Professional Services Agreement with Cotleur & Hearing for the performance of Urban Forestry Services. The Agreement allows for two (2) one-year (1-year) renewal terms at the same prices and conditions of the original contract upon written agreement of both parties.

This Second Addendum authorizes the second and final renewal term, extending the Agreement to January 1, 2023.

Recommended Action:

Motion to Approve.

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|------------------------------|-----------------------------|---------------------------|---------------------------|
| Initiator: P & Z Director | Village Manager Approval | Agenda Date 12-16-2021 | Village Council Action |
|------------------------------|-----------------------------|---------------------------|---------------------------|

**SECOND ADDENDUM TO AGREEMENT FOR URBAN FORESTRY SERVICES
BY AND BETWEEN
THE VILLAGE OF ROYAL PALM BEACH
AND
COTLEUR & HEARING**

THIS SECOND ADDENDUM TO AGREEMENT FOR URBAN FORESTRY SERVICES (“SECOND ADDENDUM”), made and entered into this ____ day of December, 2021, effective the 1st day of January, 2022, by and between the Village of Royal Palm Beach, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, hereinafter referred to as the “Village”, and Cotleur & Hearing, with mailing address at 1934 Commerce Lane, Suite 1, Jupiter, FL 33458, hereinafter referred to as “Consultant”, both of whom agree that the current “Professional Services Agreement” regarding Urban Forestry Services (hereinafter the “Agreement”) made and entered into by the Village and Consultant on the 2nd day of January 2019 and first amended on December 17, 2020, is hereby amended in the following manner:

Section 1: The above-referenced Agreement regarding Urban Forestry Services is extended for an additional one-year term from January 2, 2022 through January 1, 2023 at the same prices and conditions of the original contract. This is the second and final extension of the term of the Agreement as permitted by the provisions of the Agreement at Section 1.

Section 2: The above-referenced Agreement is hereby modified to insert Sections 21, 22 and 23, as required by law, which are incorporated by reference and hereinafter shall read as follows:

21. PUBLIC ENTITIES CRIMES ACT. As provided in Secs. 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a),

Florida Statutes.

22. SCRUTINIZED COMPANIES. For Contracts under \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), *Florida Statutes*, if the CONSULTANT has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*, or if CONSULTANT is engaged in a boycott of Israel.

For Contracts over \$1M, the CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sec. 215.4725, *Florida Statutes*. The CONSULTANT further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Sec. 287.135, *Florida Statutes*. The VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is found to have submitted a false certification as provided under Sec. 287.135(5), *Florida Statutes* or if the CONSULTANT has been placed on one of the aforementioned lists created pursuant to Sec. 215.4725, *Florida Statutes*. Additionally, the VILLAGE may terminate this Agreement at the VILLAGE'S option if the CONSULTANT is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Sec. 287.135, *Florida Statutes*.

23. E-VERIFY EMPLOYMENT ELIGIBILITY. CONSULTANT warrants and represents that it is in compliance with Sec. 448.095, Florida Statutes. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT'S subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Sec. 448.095(1)(k), *Florida Statutes*, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

The VILLAGE shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Sec. 448.09(1), *Florida Statutes*, as may be amended.

If VILLAGE has a good faith belief that CONSULTANT'S subconsultant has knowingly violated Sec. 448.09(1), *Florida Statutes*, as may be amended, VILLAGE shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

Section 3: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

Section 4: This Second Addendum shall be attached to the current Agreement and shall become a part thereof.

{Remainder of page left intentionally blank}

IN WITNESS WHEREOF, the Village has caused this Second Addendum to be signed and executed on its behalf by its Village Manager; and Cotleur & Hearing has signed and executed this Second Addendum, both in duplicate, with an effective date as noted above.

Village of Royal Palm Beach

Witnesses:

1. _____

By: _____
Signature

2. _____

Name: Raymond C. Liggins, P.E

Title: Village Manager

Approved as to Form and Legal Sufficiency

By: _____
Village Attorney

Cotleur & Hearing

Witnesses:

1. Brittany Hill

By: [Signature]
Signature

2. Donaldson Hearing

Name: Donaldson Hearing

Title: Member

Approved by Village Council On _____

Item No. _____