

**SECOND AMENDMENT TO CONTRACT FOR
WATER QUALITY PROJECT CONSULTING**

This Second Amendment to that certain Contract for Water Quality Project Consulting ("Contract") dated November 12, 2019, by and between Hendry County, a political subdivision of the State of Florida ("County"), and DeLisi, Inc., a Florida corporation ("Contractor"), is entered into by the parties effective the 25th day of October, 2022.

WHEREAS, the parties entered into the Contract for the Contractor to provide environmental policy consulting and representation with regard to water quality regulations and improvements when necessary; and

WHEREAS, the Contract expires on November 11, 2022; and

WHEREAS, the parties desire to extend the Contract for a one year period to expire on November 11, 2023.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to amend the Contract as follows:

1. The foregoing statements are accepted as true and correct and are adopted by the parties.

2. Section 2 of said Contract is amended as follows (deletions shown by strikethroughs and additions shown by underlines):

2. Term: The term of this Contract shall be from November 12, 2019 through ~~November 11, 2020, subject to extension for two additional one-year periods upon mutual written agreement of the parties~~ November 11, 2023.

3. The report submission dates included in the Scope of Work for the Contract shall be amended as follows:

For the period of November 12, 2022 - May 11, 2023, submit report no later than

May 31, 2023.

For the period of May 12, 2023 - October 11, 2023, submit report no later than October 31, 2023.

4. In all other ways the Contract is ratified and confirmed by the parties.

ATTEST:



Kimberley Barrineau, Clerk




HENDRY COUNTY



Emma J. Byrd, Chair, County Commission

DELISI, INC.



Daniel DeLisi, President

AMENDMENT TO CONTRACT FOR WATER QUALITY PROJECT CONSULTING

This Amendment to the Contract for Water Quality Project Consulting (the Contract) is made and entered into effective the 10th day of November, 2020, by and between Hendry County, a political subdivision of the State of Florida, and DeLisi, Inc., a Florida corporation.

WHEREAS, the parties entered into the Contract on November 12, 2019, which is due to expire on November 11, 2020; and

WHEREAS, the parties desire to extend the Contract for an additional year expiring on November 11, 2021; and

WHEREAS, the parties have agreed to increase the annual contract price to \$15,000.00; and

WHEREAS, the parties have agreed to update the four installment payments to reflect the new annual contract price; and

WHEREAS, the parties have agreed to update the reporting dates to reflect the new term.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Pursuant to Section 2 the Contract is hereby extended for an additional year through November 11, 2021;
2. Section 3 is hereby amended to increase the contract price to the total annual sum of Fifteen Thousand Dollars (\$15,000.00).
3. Section 5 is hereby amended to increase the four equal installment payments to Three Thousand Seven Hundred Fifty Dollars (\$3,750.00).
4. Exhibit "A", Reporting, is hereby amended to change the time frames for the semiannual reports to:

For the period of November 12, 2020 – May 11, 2021 – Submitted by May 31, 2021

For the period of May 12, 2021 – October 11, 2021 – Submitted by October 31, 2021.

In all other ways the Contract is unmodified.

ATTEST:



Kimberley Bargeau, Ad Interim Clerk




HENDRY COUNTY



Mitchell Wills, Chairman, County Commission

DELISI, INC.

By: 

Daniel DeLisi, President

CONTRACT FOR WATER QUALITY PROJECT CONSULTING

This Contract, made this 12th day of November 2019, by and between Hendry County, a political subdivision of the State of Florida, P.O. Box 2340, LaBelle, Florida 33975, hereinafter called "County", and DeLisi, Inc., a Florida corporation, 520 27th Street, West Palm Beach, Florida 33407, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish services as outlined in the Scope of Services, attached hereto as Exhibit "A", to provide environmental policy consulting and representation with regard to water quality regulations and improvements, in a manner consistent with industry standards and applicable laws, codes, and customs (the Services). Contractor shall furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the Services described herein.

2. Term: The term of this Contract shall be from November 12, 2019 through November 11, 2020, subject to extension for two additional one-year periods upon mutual written agreement of the parties.

3. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the Services for the total annual sum of Ten Thousand Five Hundred Dollars (\$10,500.00), inclusive of all costs and expenses. The Contract price shall not be increased in the total amount stated herein without a written change order executed by the County, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

4. No General Obligation: In no event shall any obligation of the County under this Contract be or constitute a pledge of the ad valorem taxing power of the County within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the County in any form on any real or personal property to pay the County's obligations or undertakings hereunder.

5. Payment: Payments will be made by the County in four equal installments of Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00) on or about the first day of January, the first day of April, the first day of July, and the first day of October.

6. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract

B. Scope of Services - Exhibit "A"

In the event of inconsistency or ambiguity between any of the Contract Documents, the documents shall control the others in the above order of priority.

7. Complete Agreement: This Contract constitutes the entire and exclusive agreement between County and Contractor with reference to the Services. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. Assignment: This Contract may not be assigned except at the prior written consent of County, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

9. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries: Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. The County may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Administration of Contract: Jennifer Davis, County Administrator, shall administer this Contract for the County. The County Administrator may approve change orders or contract amendments involving no change to the contract price or costing less than \$10,000. The Board of County Commissioners must approve change orders or contract amendments costing \$10,000 or more.

11. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested), or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof.

Additionally, a corporate officer of Contractor or the manager in charge of the Services are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

12. Reserved.

13. Governing Law: This Contract has been negotiated by the County and the Contractor, and this Contract, including the exhibits, shall not be deemed to have been prepared by either the County or the Contractor, and each of them shall be deemed to have participated equally in the preparation hereof. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

14. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

15. Indemnity: For and in consideration of receipt of \$10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 3, Contractor shall indemnify and hold harmless County and all of its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work.

16. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to these Services in the amount of \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability, personal injury and advertising injury.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least \$1,000,000 each occurrence for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided.

C. Workers Compensation: Unless exempt by law, Contractor shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease. In case any work is subcontracted, Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

D. Certificates of Insurance: Hendry County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies. Contractor must provide valid certificates of insurance to the County for all policies. Contractor will be required to provide the County, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

17. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

18. Public Records: All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Services received, prepared, or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Contractor shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County 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 in Florida Statutes Chapter 119 or as otherwise provided by law.
- (c) 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 contract term and following completion of the contract if the Contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 TRACY NOBLES

AT (863) 675-5220, TRACY.NOBLES@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.

19. E-Verify: The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

(a) Contractor shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement; and

(b) Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

20. No Obligation to Third Parties: No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party.

21. Termination: This Contract may be terminated by the County for its convenience, effective sixty (60) days after mailing of notice by County. In the event notice of termination is given, Contractor shall continue to perform the Services during the final 60 days and shall be paid any quarterly payment that comes due during the 60-day period, but shall not be entitled to any payment for the period after the final quarterly payment.

22. Default of Contract: If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient staff, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work, fails to comply with Contract requirements, or if the Contractor's performance under the Contract becomes otherwise unsatisfactory in the opinion of the County, the County will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing a time certain to correct the failure. If the Contractor, within the period of time described in the notice, shall not correct the conditions of which complaint is made the County may declare the Contractor in default and pursue all legal and equitable remedies available to the County, including but not limited to terminating the Contract and/or pursuing court action.

23. Nonaction on Failure to Observe Provisions of this Contract. The failure of the County or the Contractor to promptly insist upon strict performance of any term, covenant,

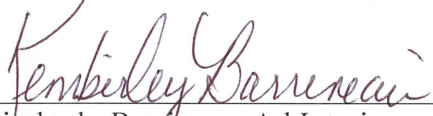
condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the County or the Contractor may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

24. Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

25. Suspended or Debarred Vendors: The County does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the County Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the County as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals effective on the date first above written.

ATTEST:



Kimberly Barneau, Ad Interim
Clerk of Court

HENDRY COUNTY

By: 

Mitchell Wills, Chair, County Commission



DELISI, INC.

By: 

Daniel Delisi, President

EXHIBIT "A"

SCOPE OF SERVICES

WATER QUALITY PROJECT CONSULTING

The intent of this scope is to assist Hendry County staff in navigating the complex state environmental policy arena with regard to water quality regulations and improvements. Under this scope the consultant (DeLisi, Inc.) will assist Hendry County staff in these endeavors and work towards the development and implementation of a coordinated strategy for advancing projects to meet the stormwater treatment obligations that will be required in the updated Caloosahatchee Basin Management Action Plan (BMAP). Specific deliverables for this task will include:

Task 1

Coordinated Approach to Implement Stormwater Projects in Hendry County

This task includes communication and coordination with Hendry County staff on the BMAP adoption, communication with State agencies on the impact to Hendry County, and coordination with the Department of Environmental Protection on the County's obligations under the BMAP. This task also includes coordinating with adjacent counties on joint projects, including the Four Corners, and working with staff to develop a program of future water quality projects that would be eligible for State funding and would be creditable toward Hendry County for BMAP obligations. Water quality projects to meet BMAP obligations may include, but are not limited to, stormwater treatment projects, distributive sewer systems with water quality technologies, and dispersed water storage on private lands. For the Four Corners specifically, DeLisi will communicate with Lee, Charlotte and Glades Counties to identify opportunities for one, or several, joint projects to improve the water flow and water quality in the area that would be eligible for State funding.

Task 2

Assistance with State Funding

DeLisi, Inc. will work with the Florida Department of Environmental Protection and the South Florida Water Management District to identify additional funding sources and projects to meet Hendry County's obligations under the BMAP as well as other water and sewer projects that Hendry County may have. DeLisi, Inc. will also assist the Hendry County lobbyist in securing funding from the Florida Legislature for water quality projects.

Reporting

DeLisi, Inc. will submit written semiannual reports to the Hendry County Administrator detailing work efforts and results for the following periods by the following dates:

November 12, 2019-May 11, 2020 – Submitted by May 31, 2020

May 12, 2020-October 11, 2020 – Submitted by October 31, 2020