

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND STANLEY CONSULTANTS, INC., FOR EXTENDED EMERGENCY DISASTER DEBRIS MONITORING SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$500,000.00, FOR A TOTAL CONTRACT PRICE IN AN AMOUNT NOT-TO-EXCEED \$1,000,000.00.

**WHEREAS**, on September 6, 2017, in advance of Hurricane Irma, the City of Miami Beach declared a state of emergency, pursuant to Section 26-31 of the City Code; and

**WHEREAS**, after Hurricane Irma made landfall, on September 13, 2017, and then again on September 18, 2017, the City Commission ratified and extended the state of emergency within the City; and

**WHEREAS**, on September 18, 2017, as part of the City's emergency recovery efforts following Hurricane Irma, the City Manager, executed a Professional Services Agreement (the Agreement) with the Consultant to provide emergency disaster debris monitoring services for the City of Miami Beach, in the amount of \$500,000.00; and

**WHEREAS**, this Amendment No. 1 will provide for extended emergency disaster debris monitoring, for an additional not-to exceed amount of \$500,000.00, for a total contract price not-to-exceed \$1,000,000.00.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to the Professional Services Agreement between the City of Miami Beach, Florida and Stanley Consultants, Inc., for extended emergency disaster debris monitoring services, in an amount not-to-exceed \$500,000, for a total contract price in an amount not-to-exceed \$1,000,000.00.


**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
PHILIP LEVINE, MAYOR

\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney *RAP* 10/25/17  
Date

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI BEACH, FLORIDA  
AND  
STANLEY CONSULTANTS, INC.  
FOR EXTENDED EMERGENCY DISASTER DEBRIS MONITORING SERVICES**

This Amendment No. 1 to the Agreement made and entered this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 (hereinafter referred to as CITY), and Stanley Consultants, Inc., having its offices at 225 Iowa Avenue, Muscatine, IA 52761 (hereinafter referred to as CONSULTANT).

**RECITALS**

**WHEREAS**, on September 18, 2017, the City Manager executed an emergency Professional Services Agreement (the Agreement) with the Consultant to provide emergency disaster debris monitoring services for the City of Miami Beach, in the amount of \$500,000; and

**WHEREAS**, this Amendment No. 1 will provide for extended emergency disaster debris monitoring, and increases the contract's not-to-exceed amount by an additional \$500,000; and

**NOW, THEREFORE**, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 1.

2. **MODIFICATIONS**

Section 2 of the Agreement, entitled Compensation, is amended as follows (with additions appearing underlined, and deletions as strikethroughs:

**Compensation.** CLIENT shall compensate CONTRACTOR for CONTRACTOR's services as stated in Exhibit 2. The total compensation for all Services under this Agreement shall not exceed ~~\$500,000~~ One Million Dollars (\$1,000,000). Any amount in excess of the ~~\$500,000~~ \$1,000,000 not-to-exceed amount specified herein, shall be subject to the advance written approval of the City, via a duly executed amendment to this Agreement.

3. **OTHER PROVISIONS**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

\_\_\_\_\_  
Rafael E. Granado,  
City Clerk

\_\_\_\_\_  
Jimmy L. Morales  
City Manager

ATTEST:

CONSULTANT:  
**STANLEY CONSULTANTS, INC.**


\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
John Downes

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney *NAP* Date *10/25/17*