

RESOLUTION NO. 24-119

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC TO EXTEND THE TERM OF THE CONSULTANT AGREEMENT FOR FUNDING MANAGEMENT SERVICES FOR SRF AND OR OTHER GRANTS OR LOANS AVAILABLE TO THE TOWN, TO JUNE 9, 2025 BY THE EXERCISE OF THE SECOND OF TWO ONE-YEAR RENEWAL OPTIONS; APPROVING SUPPLEMENTAL TASK AUTHORIZATION NO. 5 FOR THE UNINTERRUPTED CONTINUATION OF THESE SERVICES; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND SUPPLEMENTAL TASK AUTHORIZATION AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town Code of Ordinances allows for “piggybacking” agreements and contracts that have been competitively procured by other local governments; and

WHEREAS, pursuant to this procedure, the Town “piggybacked” on an existing agreement between Collier County and Angie Brewer & Associates, LC. (“Consultant”), whereby Consultant will provide the Town with professional consulting services to assist with SFR and/or other grant or loan funding resources available to the Town; and

WHEREAS, the Town Council approved the Agreement on February 16, 2021 for services until June 9, 2023; and

WHEREAS, on February 5, 2024 the Town retroactively approved a First Amendment to the Agreement, which extended the term of the Agreement to June 9, 2024; and

WHEREAS, the Town desires to further amend the Agreement for a second one-year renewal, which will extend the term of the Agreement to June 9, 2025; and

WHEREAS, extension of the term by exercise of the renewal option and approval of a Second Amendment will allow for further approval of a Supplemental Task Authorization No. 5 for continuation of contracted services in the amount of \$245,996; and

WHEREAS, approval of a Second Amendment to the Agreement and the Supplemental Task Authorization No. 5 is in the best interest of the residents of Fort Myers Beach as it will provide for the uninterrupted delivery of service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, THAT:

Becky Vorse
Becky Vorse (Jun 4, 2024 17:41 EDT)

Section 1. That the above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. That the Second Amendment to the Agreement between the Town and Consultant for the provision of consulting services as attached and incorporated herein as Exhibit “A” and Supplemental Task Authorization No. 5, attached as Exhibit “B” are approved.

Section 3. That the Mayor is authorized to execute the Second Amendment and Supplemental Task Authorization No. 5 and the Town Manager is authorized to expend budgeted funds on behalf of the Town as needed.

Section 4. That if any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by King and seconded by Mayor Allers, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Scott Safford, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 3rd day of June 2024 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Jun 4, 2024 17:31 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF FORT
MYERS BEACH ONLY:**

Becky Vose
Becky Vose (Jun 4, 2024 11:40 EDT)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 3rd day of June 2024

.

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: STA #5

CONTRACT/PROJECT NAME: 240-000-0116 Grant and Loan Services

CONSULTANT: Angie Brewer & Associates, LC

PROJECT NO.: _____

SOLICIT NO.: _____

CONTRACT NO.: _____

REQUESTED BY: Joe Onzick

DATE OF REQUEST: 05/23/2024

PURCHASE ORDER NUMBER: _____

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 05/23/2024

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 05/23/2024

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 05/23/2024

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: N/A

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: Joe Onzick
Joe Onzick (Jun 4, 2024 16:39 EDT)
Department Director Date

By: Frank Kropacek
Contracts Manager Date

ACCEPTED: Angie Brewer & Associates, LC

By: Maureen
Consultant/Provider Date 6/11/2024

TOWN APPROVAL:

By: Andrew Hyatt
Andrew Hyatt (Jun 4, 2024 16:34 EDT)
Town Manager Date

By: Becky Vose
Becky Vose (Jun 4, 2024 17:41 EDT)
Town Attorney Date

Date to Proceed: _____

Cost of STA: \$245,996.00

Completion Due Date: June 8, 2025

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

240-000-0116 Grant and Loan Services

Overview

STA NO. 5: 240-000-0116 Grant and Loan Services

The following services will be provided by Angie Brewer & Associates, LC:

1: Program Coordination

Program Coordination – The Consultant shall coordinate with Town, FDEP, Consulting Engineers, Project Representatives and others as necessary to ensure that all requirements are met. This includes ongoing contact with all personnel related to the project. The Consultant will coordinate and be involved in site visits by funding agency representatives, ie. FDEP, EPA, OIG or DOL. The Consultant shall act as the Liaison between FDEP and the Town to identify and resolve issues regarding the SRF Loan Program. Also, all status and other reporting will be accomplished for successful management and completion of the project. This includes General Funding Services, SRF Loans, Federal and State Grants for specific projects for the Town's eligible activities. This currently includes Stormwater, Drinking Water and Wastewater improvement projects including Tier 1 and any other projects deemed by the Town to be in their best interests.

2: Funding Reconciliation

Funding Reconciliation – The Consultant shall review and compare the project information with the funding documents to ensure that all SRF requirements are met and consistency between all aspects of the project is achieved.

3: Processing

Pay Estimate(s) – The Consultant shall provide professional services to review and verify eligible costs per contractor pay estimate.

Engineering Invoice(s) – The Consultant shall provide professional services to review and verify eligible costs related to engineering.

FDEP Reimbursement Request(s) – The Consultant shall compile required documents and prepare Reimbursement Requests for submittal to FDEP. The Reimbursement Request shall include all properly authorized expenditures for which documentation is available on the date of preparation. The Consultant shall submit the Reimbursement Request to the Engineer for Certification and then to the Town for signature. The Consultant shall be responsible to ensure appropriate parties receive copies of the Reimbursement Request upon receiving the originally signed copy at its office.

Change Order(s) – The Consultant shall review and process Construction Contract Change Orders/Field Changes. This will result in a request for

eligibility determination to be submitted to FDEP. Upon receipt of eligibility determination, all appropriate project information will be modified to allow for the eventual reimbursement of costs if applicable.

4: Program Management

Program Management Meeting(s) – The Consultant shall prepare for and attend Program Management Meetings. Meeting minutes shall be prepared and disseminated to appropriate parties upon completion. These meetings are held for the purpose of discussing FDEP program requirements, reimbursement requests, eligibility requests' status, construction progress, contract changes/issues, payment procedures/status, monitoring issues, additional funding needs and other information regarding the project.

MBE/WBE Monitoring – The Consultant shall provide a form to be completed by the contractor and submitted with each pay estimate. The information submitted by the contractor shall be used to prepare the Minority/Women's Business Enterprises (MBE/WBE) Utilization Report. This report shall be submitted to the Town and FDEP on a monthly basis during construction.

Agency Monitoring Visit(s) – The Consultant shall prepare for and attend agency monitoring visits. The Consultant shall provide responses to any agency questions.

5: Davis-Bacon Compliance

Contractor Compliance Preparation – The Consultant shall review the contractor and subcontractors current Davis Bacon practices and policies to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest changes required to ensure compliance with the program requirements.

Provide Required Signage – The Consultant shall provide digital or physical copies of required signage with directions for posting the signs. The contractor is responsible for the production and display of the signs.

Compliance Monitoring – The Consultant shall provide monthly monitoring of Federal Labor Standards requirements, including labor interviews and verification of information reported by the contractors and subcontractors during construction.

Certified Payroll(s) – The Consultant shall provide professional services to review and verify certified payrolls as submitted by the contractors and subcontractors. The Consultant shall prepare detailed exception reports as required.

Coordination – The Consultant shall monitor all applicable federal and state regulations. The Consultant shall assist the contractors with conformance of additional wage rates as required for the program.

6: American Iron and Steel (AIS) Compliance

Contractor Compliance Preparation – The Consultant shall review the contractor and subcontractors current materials acquisition processes to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest methods to ensure compliance with the program requirements.

American Iron and Steel Compliance – The Consultant shall provide

monthly monitoring of the project for compliance with the American Iron and Steel requirements. The Consultant shall complete the required documentation for compliance.

4: Closeout and Audit Assistance

Project Closeout – Consultant shall prepare closeout information required for FDEP regarding the project. The Final Request for Reimbursement is included in this task. This includes the Final Construction Inspection, Preliminary Administrative Closeout, and Final Administrative Closeout conducted by FDEP representatives. The necessary closeout documents shall be prepared regarding final eligibility for construction, engineering, administration, design and other project costs and submitted to FDEP to allow closeout of the loan. This effort will result in the preparation, review and approval of the Final Loan Amendment.

Annual Audit Assistance – The Consultant shall provide necessary data to the Town to allow inclusion of the loan in the required Single Audit Report prepared as part of the Annual Audit. This also includes corresponding with FDEP regarding eligibility requests and assistance during the annual audit.

Project Specific Audit – The Consultant will also provide closeout and other information to the Town’s Independent Auditors in order to allow for the required Project Audit within 12 months of execution of the Final Loan Amendment.

Hourly Breakdown:

Labor Category	Principal	Sr. Funding Manager	Senior Project Manager II	Sr. Funding Coordinator	Sr. Funding Specialist	Funding Specialist	Admin/ Clerk II	Admin/ Clerk I
Rate	\$185.00	\$155.00	\$135.00	\$110.00	\$100.00	\$88.00	\$63.00	\$54.00
Hours	192.00	372.00	156.00	228.00	276.00	350.00	468.00	348.00

Total Cost (of Job): *\$245,996.00*

EXHIBIT B

Date: 05/23/2024

COMPENSATION AND METHOD OF PAYMENT FOR
240-000-0116 Grant and Loan Services

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Grant and Loan Services	\$245,996.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$245,996.00	NTE	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated May 23, 2024, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto May 23, 2024 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 05/23/2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
240-000-0116 Grant and Loan Services

Consultant or Sub-consultant Name: Angie Brewer & Associates, LC
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly Rates are fully burdened to include all costs per Collier County Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

EXHIBIT D

Date: 05/23/2024

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
240-000-0116 Grant and Loan Services

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	NONE					