

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Debris Response Operations, Phase 3 Debris Monitoring Services Agreement entered into on April 6, 2021, and all of its amendments (if any), collectively (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Tetra Tech, Inc.**, whose address is 3475 E. Foothill Blvd., Pasadena, CA 91107; possessing FEIN **95-4148514**, (hereinafter referred to as "Firm") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Firm, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Firm (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 21P-060, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment deletes Exhibit B, Fee Schedule, of the original Agreement between the Parties, entered April 6, 2021, in order to provide new pricing to the Agreement and replaces it with the following pricing below:

Item #	Description	Unit	Unit Price
1	Planning and Training	Per	N/A
2	Mobilization and Demobilization	N/A	N/A
3	Administrative Support	Per Hour	\$31.05
4	Billing/Invoice Specialist/Analyst	Per Hour	\$53.82
5	Data Entry Clerk (paper load tickets only)	Per Hour	\$0.00
6	Data Manager	Per Hour	\$56.93
7	Environmental Compliance Specialist	Per Hour	\$67.28
8	FEMA/FHWA Coordinator/Consultant	Per Hour	\$98.33
9	Field Supervisors	Per Hour	\$43.47
10	GIS Specialist/Analyst	Per Hour	\$67.28
11	Operations Manager/Coordinator	Per Hour	\$60.03
12	Project Manager	Per Hour	\$72.45
13	Roving & Tower Monitors (including Exit Monitors)	Per Hour	\$34.67
14	Annual review of the County's Disaster Debris Management Plan (DDMP)	Per Hour	\$0.00
15	Real Time Online Progress Mapping Service	Per Hour	\$0.00

3. This Amendment adds Exhibit I, Statute Updates.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

SUB-ATTEST:

  
\_\_\_\_\_  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL  
DIVISION OF THE STATE OF FLORIDA

  
\_\_\_\_\_  
CRAIG CURRY, DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY

BCC APPROVED February 21, 2023  
21P-060-CA-01 Debris Response Operations, Phase 3  
Debris Monitoring Services

*FDL*  
  
\_\_\_\_\_  
MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Kayla Lemaire, Contract Administrator I  
PRINTED NAME

TETRA TECH, INC.

  
\_\_\_\_\_  
BY: DATE  
Jonathan Burgiel  
PRINTED:  
Business Unit President  
ITS: (TITLE)

WITNESS:

  
\_\_\_\_\_  
SIGNATURE  
Betty Kamara, Senior Contracts Administrator  
PRINTED NAME

**21P-060-CA-01**  
**Debris Response Operations, Phase 3 Debris Monitoring Services**  
**EXHIBIT 1, Statue Update**

**1. SOVEREIGN IMMUNITY. Adds Section ‘30’ to the Agreement with the following:**

**Section 31 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**2. ON-GOING COMPLIANCE. Adds Section ‘31’ to the Agreement with the following:**

**Section 31 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes and regulation as some may change from time to time.