

RESOLUTION NO. 22-10-113

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENT BETWEEN M. T. CAUSLEY, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE GENERAL SUPPORT SERVICES TO THE BUILDING SERVICES DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 18, 2018, Islamorada, Village of Islands (the "Village"), published a Request for Proposals for General Support Services for the Building Services and Code Compliance Departments (RFP 18-12); and

WHEREAS, on June 14, 2018, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 18-06-47, thereby approving the final rankings and recommendations of the RFP 18-12 Selection Committee whereby M. T. Causley, LLC ("MTC"), was selected to provide building support services to the Village; and

WHEREAS, the Village subsequently entered into a Continuing Services Agreement (the "Agreement") with MTC for building support services effective June 19, 2018, for a five (5) year period; and

WHEREAS, the Village continues to engage MTC's services on an annual basis as certain staff positions, notable plans examiner and building inspector positions which require specific certifications, have been difficult to fill; and

WHEREAS, the Village Council finds that approval of a First Amendment to the CSA with MTC to extend the term and add additional contract provisions is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval of First Amendment.** The Village Council hereby approves a First Amendment to the CSA between MTC and the Village for provision of General Support Services for the Building Services Department (the "First Amendment"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. **Execution of First Amendment.** The Village Manager is authorized to execute the First Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Webb, second by Councilman Gregg.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Pete Bacheler	<u>Yes</u>
Vice Mayor Henry Rosenthal	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Joseph B. Pinder III	<u>Yes</u>
Councilman David Webb	<u>Yes</u>

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2022.


PETER BACHELER
Pete Bacheler, Mayor

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:


JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



**FIRST AMENDMENT
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
M. T. CAUSLEY, INC.**

THIS AMENDMENT to the Continuing Services Agreement (the “First Amendment”) is made between **M. T. CAUSLEY, LLC**, a Florida corporation (“CONSULTANT”) and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “VILLAGE”).

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the “Agreement”) effective June 19, 2018; and

WHEREAS, the parties desire to enter into this First Amendment to modify the termination date and add other relevant provisions to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, CONSULTANT and the VILLAGE agree as follows.

Section 1. Amendment to Section 3 of the Agreement. The Agreement is amended to replace Sections 3.1, and 3.2, with the following language:

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect unless terminated by either party for cause, or terminated by either party for convenience, upon thirty (30) days written notice in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

3.2 [intentionally omitted].

Section 2. Additional Provisions Included in the Agreement. The following provisions are added to the Agreement:

8.3 **E-Verify.** CONTRACTOR shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR *may not be awarded a public contract for a period of 1 year after the date of termination.*

19.5 **Scrutinized Companies.**

(a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

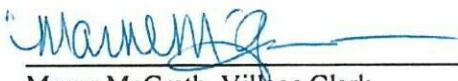
Section 3. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

Section 4. Effective Date. This First Amendment shall be effective upon execution by all parties.

IN WITNESS WHEREOF, the parties execute this First Amendment on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS



Marne McGrath, Village Clerk

By: 

Ted Yates, Village Manager

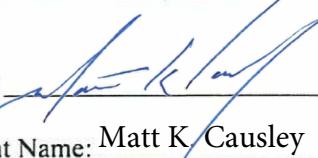
Date: 10/26/22

Attest:



Secretary
Print Name: Dawn Hopkins

M. T. CAUSLEY, LLC

By: 

Print Name: Matt K. Causley

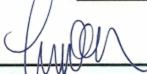
Title: President

Date: November 3, 2022

WITNESSES:



Print Name: Suhail Andarcio



Print Name: Jeannie Fabian