

RESOLUTION NO. 23-09-107

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 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 WORK AUTHORIZATION NO. 4; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; 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, on May 20, 2021, the Village Council adopted Resolution No. 21-05-43, thereby approving Work Authorization No. 1 between the Village and MTC to provide building support services for fiscal year 2020-2021; and

WHEREAS, on November 18, 2021, the Village Council adopted Resolution No. 21-11-106, thereby approving Work Authorization No. 2 between the Village and MTC to provide building support services for fiscal year 2021-2022; and

WHEREAS, on October 25, 2022, the Village Council adopted Resolution No. 22-10-113, thereby approving a First Amendment to the Agreement thereby changing the term of the agreement to remain effective unless either party provides thirty (30) days written notice to terminate; and

WHEREAS, on October 25, 2022, the Village Council adopted Resolution No. 22-10-114, thereby approving Work Authorization No. 3 between the Village and MTC to provide building support services for fiscal year 2022-2023; and

WHEREAS, on March 2, 2023, the Village Council adopted Resolution No. 23-03-25, thereby approving a First Amendment to Work Authorization No. 3 under the Agreement to add a rate for Remote Structural Plan Review Services; and

WHEREAS, the Village and MTC desire to enter into Work Authorization No. 4 under the Agreement to provide building support services for fiscal year 2023-2024 in an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, the Village Council finds that approval of Work Authorization No. 4 with MTC 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 Work Authorization.** The Village Council hereby approves Work Authorization No. 4 between MTC and the Village, 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 Work Authorization No. 4.

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 Work Authorization No. 4.

Section 5. Execution of Work Authorization. The Village Manager is authorized to execute Work Authorization No. 4 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Work Authorization No. 4 and to execute any extensions and/or amendments to to Work Authorization No. 4, 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 Mark Gregg, second by Elizabeth Jolin.

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

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2023.

DocuSigned by:

Joseph B. Pinder III

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JOSEPH B. PINDER, III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

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MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

362BFAA7FDD417...

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Exhibit "A"

**PROJECT AGREEMENT
(Work Authorization No. 4)**

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

M. T. CAUSLEY, LLC

for

**GENERAL SUPPORT SERVICES FOR THE
BUILDING SERVICES DEPARTMENT
FY 2023-2024**

**PROJECT AGREEMENT
Between**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

And

M. T. CAUSLEY, LLC

For

Work Authorization No. 4

General Support Services for the Building Services Department

Pursuant to the provisions contained in the "Continuing Services Agreement" between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA (the "VILLAGE") and M. T. CAUSLEY, LLC, ("CONSULTANT") dated June 19, 2018 and as amended by the First Amendment dated November 3, 2022, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide general support services to the VILLAGE'S Building Services Department as described in Exhibit "1."

1.2 The scope of services, project schedule, and tasks to be provided by the CONSULTANT for this Work Authorization are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the Deliverables as discussed under the heading "Scope of Services and Project Schedule" shown in Exhibit "1".

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall include all services from October 1, 2023 (the "Commencement Date") and shall continue in full force and effect through September 30, 2024, unless otherwise, extended by the VILLAGE, terminated pursuant to Section 6 or other applicable provisions of this Project Agreement.

3.2 **Contract Time.** CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth under the heading "Project Schedule," in Exhibit "1," a copy of which is attached and incorporated into this Agreement. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.3 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Hourly Not-To-Exceed Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "1" **AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), FOR Contract Time for THE 2023-2024 FISCAL YEAR.**

4.2 **Reimbursable and Travel Expenses.** Reimbursable and travel expenses shall be compensated pursuant to Sections 1.2 and 1.5 of the Continuing Services Agreement.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Hourly Not-To-Exceed Compensation.** CONSULTANT shall submit invoices on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed in accordance with the provisions set forth in Exhibit "1", to this Project Agreement for Fiscal Year 2023-2024. Invoices for each month shall not exceed amounts allocated to each month of the Project plus reimbursable expenses accrued during each month. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the Village Manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional

information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, hereof are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement or the Continuing Services Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement or Continuing Services Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in Exhibit "1" under the heading the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply

with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the Consultant's work product shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated June 19, 2018, as amended between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

ISLAMORADA, VILLAGE OF ISLANDS


Marne McGrath, Village Clerk

By: 
Bryan Cook, Interim Village Manager

Date: 9/29/2023

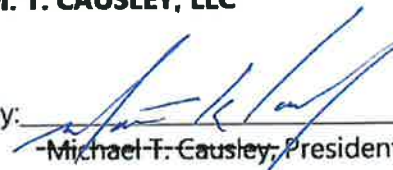
Approved as to form and legality
for the use and benefit of
Islamorada, Village of Islands only:


John J. Quick, Interim Village Attorney

ATTEST:

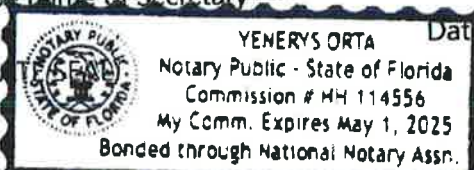
M. T. CAUSLEY, LLC


Secretary--
Yenerys Orta
Please type name of Secretary---

By: 
Michael T. Causley, President
Matthew K. Causley

Please type name of Secretary---

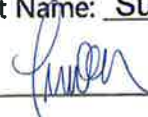
Date: October 12, 2023

(CORPORATE)

YENERYS ORTA
Notary Public - State of Florida
Commission # MH 114556
My Comm. Expires May 1, 2025
Bonded through National Notary Assn.

WITNESSES:



Print Name: Suhail Andarcio



Print Name: Jeannie Fabian

EXHIBIT "1"
To Project Agreement (WA #4)

Time tracked will start when Consultant checks in at the Village at first inspection site.

SERVICE	STANDARD HOURLY RATE	BEYOND 5PM & SATURDAYS**
<u>Rates effective 10/1/2023 through 9/30/2024</u>		
Building Official	\$132.00 per hour with a four (4) hour minimum	\$176.00 per hour with a four (4) hour minimum
Multi-certified Plans Examiner & Inspector Excludes natural disaster events	\$104.50 per hour with a four (4) hour minimum	\$156.75 per hour with a four (4) hour minimum
Single trade Plans Examiner & Inspector Excludes natural disaster events	\$93.50 per hour with a four (4) hour minimum	\$140.25 per hour with a four (4) hour minimum
Permit Processing Support Services Excludes natural disaster events	\$49.50 per hour with a four (4) hour minimum	\$74.25 per hour with a four (4) hour minimum
Remote Structural Plan Review Services	\$185.00 per hour with no minimum	N/A
<u>Natural Disaster Events</u>		
Village will be provided with licensed, qualified staff to conduct damage assessment services	\$104.50 per hour with a four (4) hour minimum, plus expenses*	\$156.75 per hour with a four (4) minimum, plus expenses*
Additional Permit Processing Support Services	\$55.00 per hour with a four (4) hour minimum plus expenses*	\$82.50 per hour with a four (4) hour minimum plus expenses*

* Expenses = lodging, travel and meals when additional staff is relocated to provide additional support

** Services requested for US Federal Recognized Holidays and Sundays will be provided at two (2) times the standard hourly rate.