

**RESOLUTION NO. 23-04-42**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENT BETWEEN PAGE EXCAVATING, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE PROFESSIONAL CONTRACTOR SERVICES TO THE WASTEWATER 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 January 8, 2018, Islamorada, Village of Islands (the "Village"), published a Request for Qualifications for Professional Contractor Services for the Wastewater System ("RFQ 18-02"); and

**WHEREAS**, on March 15, 2018, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 18-03-23, thereby approving the final rankings and recommendations of the RFQ 18-02 Selection Committee whereby Page Excavating, Inc. ("Page") was selected to provide professional contractor services to the Village's Wastewater Department; and

**WHEREAS**, the Village subsequently entered into a Continuing Services Agreement (the "Agreement") with Page for professional contractor services effective May 24, 2018, for a five (5) year period; and

**WHEREAS**, the Village continues to engage Page's services on an annual basis as certain staff positions, notably Wastewater Technicians, have been difficult to fill; and

**WHEREAS**, the Village Council finds that approval of a First Amendment to the CSA with Page to extend the term to September 30, 2023, 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 Page and the Village for provision of Professional Contractor Services for the Wastewater 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 Council Member Mark Gregg, second by Council Member Henry Rosenthal.

**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>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

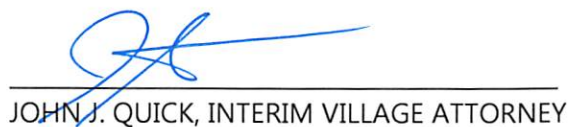
**PASSED AND ADOPTED THIS 13th DAY OF APRIL, 2023.**

  
JOSEPH B. PINDER III, 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 TO  
CONTINUING SERVICES AGREEMENT  
BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS  
AND  
PAGE EXCAVATING, INC.**

**THIS FIRST AMENDMENT** to the Continuing Services Agreement (the "First Amendment") is made between **PAGE EXCAVATING, INC.**, 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 May 24, 2018; and

**WHEREAS**, the parties desire to enter into this First Amendment to modify the termination date to the end of the current fiscal year and to add other relevant provisions to the Agreement, including updated pricing.

**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 Exhibit A referenced in Section 2.4 of the Agreement.** The Agreement is amended to replace Exhibit A attached to the Agreement with an updated Exhibit "A" to this First Amendment reflecting changes in pricing based on the CPI as provided in the Agreement.

**Section 2**     **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 until September 30, 2023, unless terminated by either party for cause, or terminated by either party for convenience, upon thirty (30) days written notice in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of VILLAGE and shall be delivered by CONSULTANT to VILLAGE.

3.2     [intentionally omitted].

**Section 3.**     **Additional Provisions Included in the Agreement.**     The             following provisions are added to the Agreement:

8.3     **E-Verify.** CONSULTANT 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 CONSULTANT, CONSULTANT *may not be awarded a public contract for a period of 1 year after the date of termination.*

**19.5 Scrutinized Companies.**

(a) CONSULTANT 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 CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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, CONSULTANT 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 CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, 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) CONSULTANT 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 4. 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 5. 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: 4.27.23

Approved as to form and legal sufficiency:

By:   
\_\_\_\_\_

Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

Attest:

PAGE EXCAVATING, INC.

N/A

Secretary

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

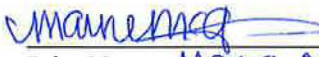
By:   
\_\_\_\_\_

Print Name: MARK PAGE

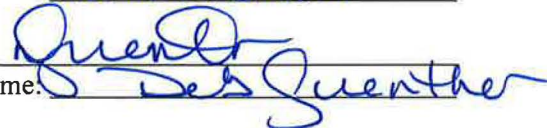
Title: PREC

Date: 4/27/2023

WITNESSES:

  
\_\_\_\_\_

Print Name: Marne McGrath

  
\_\_\_\_\_

Print Name: Deb Guenther