

RESOLUTION NO. 24-10-116

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN ALL ASPECTS INSPECTION SERVICES, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE BUILDING PERMIT PLANS REVIEW AND INSPECTION SERVICES TO THE BUILDING SERVICES DEPARTMENT; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village's Building Services Department utilizes certain building permit plan review and inspection services (the "Services"); and

WHEREAS, pursuant to Section 2-328(2) of the Village's Code of Ordinances concerning waiver of competitive bidding, the requirements of Section 2-327 relating to competitive bidding requirements may be waived by use of an existing contract with another municipality ("piggyback") when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities; and

WHEREAS, the Village utilized a piggyback to a City of Key West agreement with All Aspects Inspection Services, LLC. ("All Aspects") that was procured through its municipal bidding process through RFP No. 001-21 on November 21, 2020 and competitively awarded a contract to All Aspects Inspection Services, LLC, pursuant to that RFP; and

WHEREAS, the Village and All Aspects entered into a Cooperative Professional Services Agreement (the "Agreement") on May 4, 2023, to enable All Aspects to provide the Services to the Village; and

WHEREAS, the Village desires to continue the Services through the Agreement and enter into a First Amendment to increase the rate for inspections from Eighty Dollars (\$80.00) to Eighty-five Dollars (\$85.00); and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement with All Aspects Inspection Services, LLC., attached hereto as Exhibit "A", and the waiver of competitive bidding 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 the First Amendment to the Agreement with All Aspects.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the First Amendment with All Aspects on behalf of the Village, to execute any required documents to implement the terms and conditions of the First Amendment, attached hereto as Exhibit "A", and to execute any extension and/or amendments to the First Amendment, subject to approval as to form and legality by the Village Attorney

Section 4. **Approval of Waiver of Competitive Bidding.** In accordance with Sections 2-328(1) and 2-328(2) of the Village Code, the Village Council hereby approves the waiver of competitive bidding to continue to utilize the services of All Aspects.

Section 5. **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 for the Services.

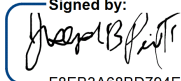
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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 8th DAY OF OCTOBER, 2024.

Signed by:

F8EB3A68BD704EF...

JOSEPH B. PINDER, III, MAYOR

ATTEST:

DocuSigned by:

008BA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

Signed by:

362BFAA7FDD417...

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Exhibit "A"

**FIRST AMENDMENT TO
COOPERATIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
ALL ASPECTS INSPECTION SERVICES, LLC**

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is made effective as of the 1st day of October 2024 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments set forth in the Agreement and hereinafter, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this First Amendment and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this First Amendment is based.

- 1.1 The VILLAGE requires the services of experienced independent CONTRACTORS, to provide certain Building Permit Plan Review and Inspection Services (the "Services").
- 1.2 The Village procured the Services of All Aspects Inspection Services, LLC ("All Aspects") through the use of contract between All Aspects and the City of Key West that was awarded by a competitive bidding process.
- 1.3 The Village entered into an Agreement with All Aspects on the 4th day of May 2023, attached hereto as Exhibit "1".
- 1.4 The Village desires to amend the Agreement to update the rate for inspection and to incorporate the required Affidavit Attesting to Noncoercive Conduct for Labor or Services.

Section 1. Amendment to Agreement. Article 5 of the Agreement is amended to read as follows:

*** Inspections will be billed at ~~\$80.00~~ \$85.00 per inspection.

Hourly Rates Schedule: Plans Examiner Rate will be \$100.00 per hour.

Section 2. 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 3. Effective Date. This First Amendment shall be effective on the date first written above.

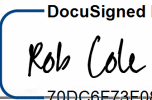
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its Owner, duly authorized officer to execute same.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
AFFIDAVIT AND SIGNATURE PAGE TO FOLLOW]**

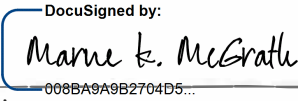
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

ISLAMORADA, VILLAGE OF ISLANDS

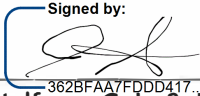
CONTRACTOR

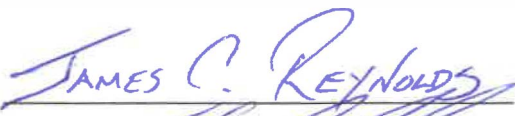



By: 
Robert Cole
Village Manager

Attest:

By: 
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

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

By: 
Name: 
Title: 
Entity: 

COOPERATIVE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

ALL ASPECTS INSPECTION SERVICES, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the 4th day of May, 2023 (the "Effective Date"), by and between **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and **ALL ASPECTS INSPECTION SERVICES, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village desires certain Building Permit Plan Review and Inspection Services; and

WHEREAS, the City of Key West, Florida, issued RFP No. 001-21 on November 21, 2020, (the "Services") and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit "A" (the "Key West Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Key West Contract in this Agreement, except as otherwise modified or amended herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Key West Contract attached hereto and made a part hereof as Exhibit "A" and is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Key West Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Key West Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Key West Contract unless otherwise provided in this Agreement. All references to the City of Key West shall be replaced with Islamorada, Village of Islands where applicable, and all references to the City ETrakit system shall be replaced with Village CityView system.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Amending Page 8 of City of Key West Contract.** Page 8, under the heading "Rates" of the Key West Contract is hereby amended as follows:

2nd Paragraph: Inspections will be billed at \$80.00 per inspection.

Hourly Rates Schedule: Plans Examiner Rate will be \$100.00 per hour.

6. **Amending Page 9 of City of Key West Contract.** The language on Page 9 under the heading Term of the City of Key West Contract regarding the Term of the Agreement is hereby deleted in its entirety and replaced as follows:

Term

This 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.

7. **Additional Provisions.** In addition to the provisions set forth in the City of Key West Contract the following provisions shall apply:

7.1. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

7.2. **Scrutinized Companies.** 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.

7.3. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this

Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

7.4. Public Records. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Village is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Village shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Village upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

8. Notices/Authorized Representatives. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Village designate the following as the respective places for giving of notice:

Village: Village Manager
Attn: Ted Yates
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
villagemanager@islamorada.fl.us

Copy To: Village Attorney
Attn.: John J. Quick
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
jquick@wsh-law.com

Contractor: All Aspects Inspection Services, LLC
Attn: James C. Reynolds, Managing Partner
24478 Overseas Highway
Summerland Key, FL 33042

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

ISLAMORADA, VILLAGE OF ISLANDS

By: 
Ted Yates
Village Manager

Attest:

By: 
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

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

CONTRACTOR

By: 

Name: James C. Reynolds

Title: Managing Partner

Entity: All Aspects Inspection Services

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Kyle Cabrera

Print Name: James C. Reynolds

Witness #2 Print Name: Mia Santos

Title: Managing Partner

Entity Name: All Aspects Inspection Services, Inc.

ACKNOWLEDGMENT

State of Florida

County of Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2023, by James C. Reynolds (name of person) as Managing Partner (type of authority) for Managing partner (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
- ☒ Produced identification (Type of Identification: _____)
- ☒ Did take an oath; or
- ☐ Did not take an oath

EXHIBIT A
COPY OF CITY OF KEY WEST CONTRACT