

RESOLUTION NO. 18-05-40

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING WORK AUTHORIZATION NO. 1 BETWEEN THE CORRADINO GROUP AND ISLAMORADA, VILLAGE OF ISLANDS FOR GENERAL PLANNING SERVICES; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 1; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) entered into a Non-Exclusive Continuing Services Agreement (the “Agreement) with The Corradino Group (“Corradino”) for planning services on July 14, 2016; and

WHEREAS, the Village is in need of a firm to provide experienced planners to lead and augment the Planning and Development Services Department (“Planning”) through a staff transition on a temporary basis; and

WHEREAS, the Village Manager has recommended that the Village engage Corradino to perform the aforementioned services, as set forth in Work Authorization No. 1 (the “Work Authorization”), attached hereto; and

WHEREAS, the Village and Corradino desire to enter into Work Authorization to the Agreement; and

WHEREAS, the Village Council finds that approval of the Work Authorization with Corradino 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 Agreement. The Village Council hereby approves Work Authorization No. 1 between Corradino and the Village to provide planning services, 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 hereby authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

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 Authorization.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Work Authorization on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Work Authorization and to execute any extensions and/or amendments to the Work Authorization, 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 Vice Mayor Deb Gillis, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

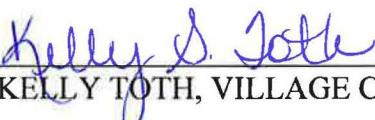
Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 24TH DAY OF MAY, 2018.



CHRIS SANTE, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

THE CORRADINO GROUP, INC.

For

Work Authorization No. 1

General Planning Consulting and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and THE CORRADINO GROUP, INC. (hereinafter referred to as "CONSULTANT"), hereby 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 planning consulting services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project 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 between the VILLAGE and CONSULTANT, dated July 14, 2016, 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 the CONSULTANT shall provide to the VILLAGE the following Deliverables:

Effective March 1, 2018:

- *Twenty-four (24) hours per week of service – one (1) Contract Planner*
- *Eight (8) hours per week of service – one (1) Contract Planning Director with the first three (3) weeks of service at no charge.*

Effective June 1, 2018

- *Twenty-four (24) hours per week of service – two (2) Contract Planners*
- *Thirteen (13) hours per week of service – one (1) Contract Planning Director*

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **September 30, 2018** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the 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 in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed **Two Hundred Thousand and no/100 Dollars (\$200,000.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of a flat monthly fee of \$8,500.00 for the month of March, 2018; a flat monthly fee of \$17,000.00 for the months of April and May 2018; a flat monthly fee of \$30,000.00 for the months of June 2018 through September 2018.

4.2 Hourly Rates. Additional hours beyond the initial hourly allocation per assigned staff will be billed on a hourly basis at the rates listed in Exhibit "1."

4.3 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

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 Manager 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 a written response and any additional information requested by the VILLAGE 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, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

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, 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, 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, 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 Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this 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 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a 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 reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT 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, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally 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 five (5) 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 herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Joseph M Corradino, AICP	Contract Director of Planning
Eric Ketterling	Contract Planner
Kyle Dost	Contract Planner

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and CONSULTANT, dated July 14, 2016, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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 CONSULTANT, by and through its President, a duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Seth Lawless
Seth Lawless, Village Manager

The 25th day of May, 2018.

AUTHENTICATION:

Kelly S. Toth
Kelly Toth, Village Clerk

(SEAL)

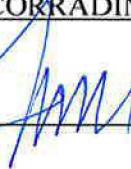


APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

Roget V. Bryan
Roget V. Bryan, Village Attorney

CONSULTANT

THE CORRADINO GROUP, INC.

By: 

Print Name: Joseph M. Corradino, AICP
Title: President

The 25 day of June, 2018

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Kelly S. Toth

Print Name: Kelly S. Toth

Carola de la Sierra

Print Name: CARLOTA DE LA SIERRA

Exhibit "1"

Professional Services Statement of Work

THE CORRADINO GROUP

Seth Lawless

5/10/18

Village Manager

Islamorada, Village of Islands

86800 Overseas Highway

Islamorada, FL 33036305

Mr. Lawless,

This serves as an additional proposal to provide the Village Planning Department with staffing in light of the recent employment changes. After several weeks working with the department, I feel we have a good handle on what it would take to manage through this crisis until a permanent director is hired and adequate staffing is in place.

The current effort is comprised of a monthly fee of \$17,000 per month. This includes 24 hours per week of service on site from Mr. Eric Ketterling at the level of Planner, and 8 hours per week from Mr. Corradino at the Planning Director level on site. For the first three weeks Mr. Corradino was on site for 13 hours, at no additional charge. These hours include time on site, staff meetings, meetings with management, department review, assessment and recommendations, telephone conferences with staff and applicants, and public meetings.

The new proposal would be in addition, to supply an additional planner, at the same level as Mr. Ketterling for 24 hours per week. Then supplement the workload of the two departed lead planners with Corradino's senior planning staff, on an hourly basis. This staff would bill at the Senior Planner rate and handle all applications that would have been assigned to Mr. Stein and Mr. Bursa. They would pick up in process applications, assess them and complete them. These planners would primarily provide services remotely. Meetings with applicants would be held with me, on site, and the Corradino Senior Planners assigned to each application over the telephone. This staff would also be available to undertake any Village initiated efforts like code rewrites that may be requested by the Village Council. These would all be proposed on individually as lump sum tasks prior to initiation. Additionally, the Director position is proposed to move from 8 hours to week to 13 hours per week. The revised monthly fee would be \$30,000/per month, plus hourly fees accumulated by Corradino's Senior Planners at the assigned rate. I will monitor the City View system on a daily basis and distribute the work load to the junior staff as well as the senior consultant staff.

The new planner would be Mr. Kyle Dost. Mr. Dost is a graduate of Virginia Tech, with a Masters Degree in Urban Planning from the University of Florida. Between Mr. Dost, Mr Ketterling, Ms Lane and Ms Rumbaugh, I believe they will be able to handle some of the Lead Planners new and ongoing applications. Corradino, as listed in the original proposal (attached) has on staff 5 senior planners with availability to review applications. We have access to other professionals we employ on an hourly basis for just such emergencies. The outsourcing of applications and development of additional code modification if needed can easily be handled.

It may be possible to provide review services using the Cost Recovery Ordinance in the Village Code, Section 30-332 Cost Recovery. In many communities similar ordinances are used by which outside

THE CORRADINO GROUP

assistance is used to process applications on an hourly basis, such assistance is billed directly back to the applicant. We should seek an opinion of the Village Attorney to confirm.

Contracted Rates:

<i>Position</i>	<i>Rate (per hour)</i>
Director	\$200
Senior Planner	\$150
Planner	\$100
Planning Clerk	\$75
Administrative Assistant	\$65