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RESOLUTION NO. 2020-39

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, EXTENDING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES AND MUNICIPAL PLANNING DEPARTMENT SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, on August 7, 2018, the Village of Biscayne Park (“Village”) and Calvin, Giordano & Associates, Inc. (“CGA”) entered into a professional services agreement (“Agreement”), whereby CGA provides the Village with building plan review and inspections services and municipal planning department services (“Services”); and

WHEREAS, the Agreement was for a one year term, with four-one year renewals at the Village’s discretion. A copy of the Agreement is attached and incorporated herein as Exhibit “A”; and

WHEREAS, the Village and CGA have previously amended the Agreement (“First Amendment”). A copy of the First Amendment is attached and incorporated herein as Exhibit “B”

WHEREAS, the Village and CGA desire to extend that First Amendment for the Agreement for (90) Ninety days through November 13, 2020. A copy of the First Amendment Extension is attached and incorporated herein as Exhibit “C.”

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Second Amendment. The First Amendment Extension to the Agreement between the Village and CGA for the provision of the Services as attached and incorporated herein as Exhibit “C” is approved and the Village Manager is authorized to execute the First Amendment Extension and expend budgeted funds on behalf of the Village.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

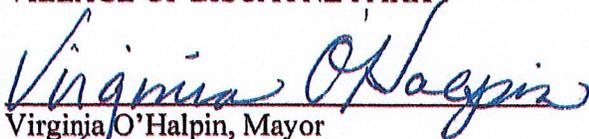
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PASSED AND ADOPTED this 13th day of August, 2020.

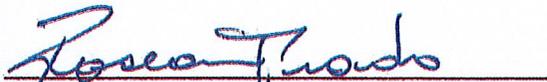
The foregoing Resolution was offered by Vice-Mayor Kennedy, who moved its adoption. The motion was seconded by Commissioner Samaria, and upon being put to a vote the vote was as follows:

Virginia O'Halpin, Mayor	Yes
MacDonald Kennedy, Vice Mayor	Yes
Roxanna Ross, Commissioner	Yes
Daniel Samaria, Commissioner	Yes
William Tudor, Commissioner	Yes

VILLAGE OF BISCAYNE PARK


Virginia O'Halpin, Mayor

ATTEST:


Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:


Edward A. Dion, Village Attorney

Exhibit C

**AMENDMENT ONE EXTENSION
AGREEMENT BUILDING PLAN REVIEW AND INSPECTION SERVICES
AND/OR MUNICIPAL PLANNING DEPARTMENT SERVICES
BETWEEN THE VILLAGE OF BISCAYNE PARK
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

The First Amendment Extension is made and effective the 13th day of August, 2020, by and between the Village of Biscayne Park (Municipality) and Calvin, Giordano & Associates, Inc. (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Building Plan Review and Inspection Services and/or Municipal Planning Department Services (Agreement), by which the Parties established the terms and conditions for service delivery for the period of September 1, 2018 through August 31, 2019; and

WHEREAS, the Parties agree that entering into this Amendment to the Agreement is in the mutual best interest of both parties; and

WHEREAS, the Agreement allows for four one-year renewal options; and

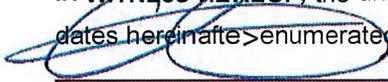
WHEREAS, the First Amendment was executed retroactively effective September 1, 2019 through August 31, 2020 and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Village and Consultant as follows:

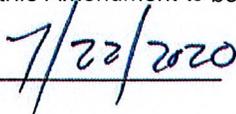
- 1 The Agreement is hereby extended for (90) Ninety days effective August 13, 2020 through November 13, 2020.
- 2 Services will be compensated based on Consultant's Fee Schedule- Exhibit A.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by previous or this Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



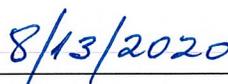
 Chris Giordano, Vice President
 Calvin, Giordano & Associates, Inc.



 Date

Signature


 Village of Biscayne Park

Date


Roseann Prado
Interim Village Manager

**FEE SCHEDULE
EXHIBIT A**

Provide in accordance with the requirements set forth in Chapter §468 Florida Statutes certified Building Official, Plan Examiners and Inspectors to perform mandatory building code administration, plan reviews and inspections associated with any of the general building, structural, mechanical, electrical and plumbing building components on behalf of the Village as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments, in accordance with the following:

Contractor shall provide these services payable as follows: *

Services will be provided based on 65/35 split of all permit revenues collected by the Village as according to original Agreement: 65% to be paid to Contractor and with 35% to be retained by the Village.

ADDITIONAL SERVICES

Natural disaster services:**

Building Official:	\$105 per hour, 2-hour minimum
Plan examiner:	\$100 per hour, 2-hour minimum
Inspectors:	\$100 per hour, 2-hour minimum

If relocation of other staff members is required, services will be provided based on the above referenced hourly rate plus expenses, i.e. transportation, food and lodging.

Services requested beyond regular business hours and Saturdays: * *

Building Official:	\$157.50 per hour, 2-hour minimum
Plan review:	\$150.00 per hour, 2-hour minimum
Inspections:	\$150.00 per hour, 2-hour minimum

Services requested on Sunday and/or US Federal Holiday:**

Building Official:	\$ 210.00 per hour, 4-hour minimum
Plan review:	\$ 200.00 per hour, 4-hour minimum
Inspections:	\$200.00 per hour, 4-hour minimum

* Excludes natural disaster services, services performed beyond regular business hours

**Contractor will retain all fees associated with providing services after a natural disaster and beyond regular business hours.