RESOLUTION NO. 19-10-97

A RESOLUTION OF THE VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
APPROVING THE SECOND AMENDMENT TO
AGREEMENT BETWEEN J. A. LAROCO ENTERPRISES,
INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR
ASPHALT REPAIRS – DAMAGE CAUSED BY HURRICANE
IRMA AND ASSOCIATED DEBRIS MANAGEMENT
ACTIVITIES TO VILLAGE ROADS, STREETS, BIKE PATH
LANES AN DPORTIONS OF THE OVERSEAS HERITAGE
TRAIL; AUTHORIZING VILLAGE OFFICIALS TO
IMPLEMENT THE TERMS AND CONDITIONS OF THE
SECOND AMENDMENT; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE
THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE
DATE

WHEREAS, on June 6, 2019, Islamorada, Village of Islands (the “Village”) entered into
an Agreement (the “Agreement”) with J. A. LaRocco Enterprises, Inc. (“Contractor”) for
Hurricane Irma asphalt repair services (the “Project”); and

WHEREAS, at its regular meeting on September 19, 2019, the Village Council of the
Village (the “Village Council”) passed and adopted Resolution No. 19-09-86 to increase the not-to-exceed amount for the Project from an initial preliminary amount of $150,000.00 to $350,000.00; and

WHEREAS, the Contractor has further advised the Village that the current not-to-exceed
amount of $350,000.00 is not sufficient to cover the entire costs of the project; and

WHEREAS, the Village and the Contractor desire to enter into the Second Amendment to
the Agreement (the “Second Amendment”), to provide the aforementioned services at a not-to-exceed amount of $574,000.00 based on Contractor’s current estimates to complete the project; and
WHEREAS, the Village Council finds that approval of the Second Amendment 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 Amendment. The Village Council hereby approves the Second Amendment between the Contractor 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 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 Documents. The Village Manager is authorized to execute the Second Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Second Amendment and to execute any extensions and/or amendments to the Second 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 Vice Mayor Mike Forster, second by Councilman Ken Davis.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:**

- Mayor Deb Gillis: YES
- Vice Mayor Mike Forster: YES
- Councilman Ken Davis: YES
- Councilwoman Cheryl Meads: YES
- Councilman Jim Mooney: YES

**PASSED AND ADOPTED** this 10th day of October, 2019.

[Signature]
DEB GILLIS, MAYOR

ATTEST:

[Signature]
KELLY TOOTH, VILLAGE CLERK

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

[Signature]
ROGET V. BRYAN, VILLAGE ATTORNEY
SECOND AMENDMENT TO AN AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
J. A. LAROCCO ENTERPRISES, INC.

THIS AMENDMENT to the Agreement (the “Second Amendment”) is made between
J. A. LAROCCO ENTERPRISES, INC., a Florida corporation (“CONSULTANT”), and
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation
(“VILLAGE”).

WHEREAS, CONSULTANT and VILLAGE entered into a certain Agreement (the
“Agreement”) effective June 6, 2019; and

WHEREAS, CONSULTANT and VILLAGE entered in a First Amendment to the
Agreement on September 19, 2019, increasing the not-to-exceed amount from One Hundred Fifty
Thousand Dollars ($150,000.00) to Three Hundred Fifty Thousand Dollars ($350,000.00); and

WHEREAS, CONSULTANT has determined that costs to complete the asphalt repairs to
Village roads, streets, bike paths, lanes and portions of the Overseas Heritage Trail will exceed the
current not-to-exceed amount specified in the Agreement of Three Hundred Fifty Thousand
Dollars ($350,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth
in this Second Amendment, CONSULTANT and VILLAGE agree as follows.

Section 1. Amendment to Agreement. The Agreement is amended to read as
follows:

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ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONSULTANT for the faithful performance of this
Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit “A”,
and as directed by VILLAGE. Prices for work completed by the CONSULTANT shall be as
reflected in CONSULTANT’s Proposal attached hereto and made a part hereof as Exhibit “A”. A
total contract price hereto is referred to as Contract Sum and shall not exceed Three Hundred
Fifty Thousand Dollars ($350,000.00) Five Hundred Seventy-four Thousand Dollars
($574,000.00).

Section 2. No Further Modifications. All other terms and conditions of the existing
Agreement not in conflict or superseded by this Second Amendment shall remain in full force and
effect as if set for the herein.
Section 3. Effective Date. This Second Amendment shall be effective retroactive to October 1, 2019.

IN WITNESS WHEREOF, there parties execute this Second Amendment on the respective dates under each signature: VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and by CONSULTANT by and through its principal.

Attest:

Kelly Toth, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Seth Lawless, Village Manager

Date: 10-15-19

J. A. LAROCCO ENTERPRISES, INC.

By: John LaRocco, President

Date: 10-16-19

Witness: Kelly Toth