



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Robert Oldakowski, *Mayor*
Robert L. Vernon, *Vice Mayor*
Enrique Garcia
Steve Liedman
Jorge E. Mendia
Thomas Thornton
Patricia Weinman

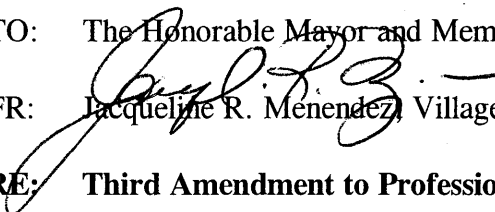
Memorandum

Village Manager

Jacqueline R. Menendez

DT: May 9, 2006

TO: The Honorable Mayor and Members of the Village Council

FR:  Jacqueline R. Menendez, Village Manager

RE: **Third Amendment to Professional Services Agreement for Owner's Representative**

RECOMMENDATION:

Council approval of the attached Third Amendment to Village of Key Biscayne Agreement for Professional Services between the Village and Skyline Management Group, Inc. (the "Skyline") is hereby recommended. The Third Amendment to Agreement serves to: extend the term of the Agreement for the provision of all necessary Owner's Representative services by Skyline for certain Village Projects from September 30, 2005 to September 30, 2007; adds additional specific tasks to the existing scope of services being performed by Skyline to reference the Crandon Boulevard Project, the Community School Playing Field Project, the Calusa Park Pavilion Renovation Project, the Village Skate Park Project, and other projects which may be assigned by the Village Manager; and continues the same rate of compensation which is payable as fees for the services of Skyline to cover the extended term of services.

BACKGROUND

The initial Scope of Services for performance by Skyline was focused primarily on the Community Center building. The Scope of Services was later amended in order to address contract administration needs for both the Village Hall and Fire Station as well as the Civic Center Infrastructure, and services related to the furniture, fixture and equipment items for the Community Center, and subsequently for the Monaco Fountains Project. It is necessary to

supplement and update the Scope of Services to include the projects listed in the recommendation above.

It is necessary to extend the duration of the term of the work of Skyline from the previous expiration date of September 30, 2005 to September 30, 2007, by which time it is envisioned that the services of Skyline as Owner's Representative may be substantially completed. If necessary, a further extension may be made.

Finally, in order to provide compensation to Skyline for the services to be provided over the extended term of the Agreement, it is necessary to authorize the annual compensation of up to \$240,000.00 to cover the extended term through the current fiscal year and, if necessary, a like amount for the following fiscal year, subject to budget procedures.

Funding for these services of Skyline for this fiscal year are provided pursuant to the budgeted funds which are provided for each authorized project.

Please contact me if there are any questions on this matter.

Cc: Village Attorney
Paul Abbott, Skyline Management Group, Inc.

RESOLUTION NO. 2006-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND APPROVING THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SKYLINE MANAGEMENT GROUP, INC. ("SKYLINE") AND THE VILLAGE OF KEY BISCAYNE, PROVIDING FOR AMENDMENT TO AGREEMENT BETWEEN THE VILLAGE AND SKYLINE CONCERNING SKYLINE'S PROVISION OF SERVICES TO THE VILLAGE AS THE OWNER'S REPRESENTATIVE FOR VILLAGE PROJECTS; AUTHORIZING IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Village Council, in accordance with the Memorandum of the Village Manager, desires to amend the Village of Key Biscayne Agreement for Professional Services, as initially entered into between the Village and Skyline Management Group, Inc. ("Skyline"), as of April 26, 2003, as previously amended, concerning professional services as Owner's Representative for certain projects of the Village; and

WHEREAS, the Village finds that approval of the Third Amendment to Agreement is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Amendment to Professional Service's Agreement Authorized. That the Third Amendment to Professional Services Agreement (the "Third Amendment to Agreement") between the Village and Skyline for Owner's Representative services, is hereby approved and the Village Manager is hereby authorized, on behalf of the Village, to execute the Third Amendment to

Agreement, in substantially the form attached hereto, once approved as to form and legal sufficiency by the Village Attorney.

Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement this Resolution and the Third Amendment to Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of May, 2006.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

F:\100\103001\Resolutions\Third Amended Professional Services Agreement Re Skyline Management Group 4.26.06

**THIRD AMENDMENT TO VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES**

This Third Amendment to Agreement, made and entered into this _____ day of May, 2006, by and between the Village of Key Biscayne (the "Village") and Skyline Management Group, Inc., a Florida corporation (the "Consultant").

RECITALS:

The Village and Consultant have entered into that certain Village Agreement for Professional Services (the "Agreement"), dated April 26, 2003, by which the Village initially engaged Consultant to perform certain professional services as Owners Representative for the Village's Community Center Project, as described in the Agreement, as amended by Amendment of August 3, 2004 and by Amendment of April 12, 2005; and

The Village and Consultant now desire to further amend the Agreement, pursuant to this Third Amendment to Agreement, for the purpose of further amending the Scope of Services, total amount of fees for services, and length of the term of the Agreement.

In consideration of the mutual covenants set forth in this Third Amendment to Agreement, the parties hereby agree as follows:

I. **Agreement Amended.**

That the above-described Agreement, as previously amended, is hereby further amended, as follows:

(1) That the following additional specified services are added to Section 1 "Scope of Services" of the Agreement, as subparagraphs viii to xii, inclusive, of paragraph (A) thereof, to read as follows:

- viii. provide contract administration services and all other services as requested by the Village Manager in order to facilitate the completion of the Crandon Boulevard Improvement Project of the Village;
- ix. provide contract administration services and all other services as requested by the Village Manager in order to facilitate the completion of the Community School Playing Field Project of the Village;
- x. provide contract administration services and all other services as requested by the Village Manager in order to facilitate the completion of the Calusa Park Pavilion Renovation Project of the Village;
- xi. provide contract administration services and all other services as requested by the Village Manager in order to facilitate the completion of the Skate Park Project of the Village;
- xii. provide contract administration services and all other services as requested by the Village Manager for all other projects which are assigned by the Village Manager to the Consultant in accordance with any required Village Council authorization.

(2). That the duration for the term of the Agreement, as provided in Section 3 "Term" of the Agreement, as twice previously amended, is hereby further amended to provide for a further twenty four (24) month extension, so as to have an extended duration from September 30, 2005 to September 30, 2007. Accordingly, the term of the Agreement, as amended by this Third Amendment to Agreement, shall conclude on September 30, 2007, unless extended by the Village Manager or earlier terminated pursuant to Section 8 of the Agreement or by early completion of all

construction, including the Projects described in paragraph (1) above. However, in the event that the Village Council does not budget funds for the payment of this Agreement, for the Village Fiscal Year which commences on October 1, 2006, the term of this Agreement shall conclude on September 30, 2006.

(3). That the fees for services, as provided in Section 2 "Fees for Services, Office Space" of the Agreement as previously amended, is hereby further revised by amending the total compensation authorized, to provide for compensation of up to \$240,000.00 for each year of the two (2) year term of this extension (calculated at a rate not to exceed \$20,000.00 per month) for the existing and additional services which are added to the Scope of Services and for the extended term of the Agreement.

II. **Effect Upon Agreement.** The Agreement, as previously amended, shall remain in full force and effect, except as amended herein by this Third Amendment to Agreement. The effective date of the Third Amendment to Agreement shall be retroactive to October 1, 2005.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Third Amendment to Agreement upon the terms and conditions above stated on the day and year first above written, effective as provided herein.

CONSULTANT:

SKYLINE MANAGEMENT GROUP, INC.
4040 Northeast Second Avenue, Suite 305
Miami, FL 33137

VILLAGE:

VILLAGE OF KEY BISCAZYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: _____
Paul T. Abbott
Title: President

By: _____
Jacqueline R. Menendez
Village Manager

Attest: _____
Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

Approved pursuant to Council Resolution No. _____