



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

June 8, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. PUBLIC COMMENT

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

V. MAYOR / COUNCIL COMMUNICATIONS

- A.** Council Member Rosenthal - Discussion of the Development Services Director
Public comment is requested for this discussion item.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Update of Page Excavating Audit
- B.** Village Manager Report Regarding RFP 23-05 Evaluation Committee Recommendations for Solid Waste Contractual Services
- C.** Completion of Dog Park and discussion on dedication.
- D.** Request to Extend Agreement for Freebee Ridesharing Services
Pending FDOT SFY 2024 Public Transit Service Development Program Grant Agreement - **TAB 1**
- E.** FY 2023-2024 Budget Calendar - **TAB 2**
- F.** Discussion of Village Manager's Contract

VII. CONSENT AGENDA

(All items on the Consent Agenda are considered routine by the Village Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event, the item will be moved to the Main Agenda.)

- A.** Approval of Regular Village Council Meeting Minutes for April 11, 2023; April 13, 2023; May 4, 2023; and the May 4, 2023 Planning

Code Workshop - **TAB 3**

(Marne McGrath, Village Clerk)

- B.** Resolution changing the name of the Achievable Housing Citizens' Advisory Committee to the Workforce/Affordable Housing Citizens' Advisory Committee - **TAB 4**

(John Quick, Interim Village Attorney)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AMENDING RESOLUTION NO. 12-01-06 PERTAINING TO THE ACHIEVABLE HOUSING CITIZENS' ADVISORY COMMITTEE; CHANGING THE TITLE OF THE COMMITTEE TO THE WORKFORCE/AFFORDABLE HOUSING CITIZENS' ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

- C.** Resolution Approving the First Amendment to Work Authorization No. 9 with WSP for Water Quality Monitoring and Construction Administration and Oversight of the Canal 114 Restoration Project - **TAB 5**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 9 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR WATER QUALITY MONITORING AND CONSTRUCTION ADMINISTRATION AND OVERSIGHT OF THE CANAL 114 RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT TO THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- D.** Resolution Approving Revocable License Agreement with Beefree, LLC, d/b/a Freebee, for Charging Stations - **TAB 6**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE RELATED TO ELECTRIC VEHICLE CHARGING STATIONS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT;

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Approving Interlocal Agreement with Monroe County, Florida, for Fiscal Year 2023-2024 Boating Improvement Funds not to exceed \$14,000.00 for the Islamorada Buoy Maintenance Program - **TAB 7**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2023-2024; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

VIII. ORDINANCES

- A. Second Reading: Update ARTICLE VII "TOWING", SECTION 50-100 of The Village Code Relating to Regulations for Wrecker Operations - **TAB 8**

(Ted Yates, Village Manager)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VII "TOWING," SECTION 50-100 OF THE VILLAGE CODE RELATING TO REGULATIONS FOR WRECKER OPERATIONS WITHIN THE VILLAGE; SPECIFICALLY AMENDING SECTION 50-100 ENTITLED "REGULATION OF WRECKER OPERATORS WHO PROVIDE TOWING AND STORAGE SERVICES" BY REVISING SPECIFIC TOWING FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

IX. RESOLUTIONS

- A. Resolution Approving Recommendations of the Evaluation Committee and Negotiation of a Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services - **TAB 9**

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RECOMMENDATIONS OF THE RFQ 23-05 EVALUATION COMMITTEE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE A CONTRACTUAL SERVICES AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE

- B.** Resolution Approving and Ratifying FY 2022-2023 Purchases from KBVacuum and DoneRite Pumps - **TAB 10**

(Kristiana Patience, Public Works Coordinator)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM KB VACUUM PUMP SOLUTIONS, LLC., AND FROM DONERITE PUMPS FOR FY 2022-2023 THROUGH MAY 16, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

X. MOTIONS

XI. ADJOURNMENT

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Option 1: Email your comments.

1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**

2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the “raise your hand” feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting



Council Communication

To: Mayor and Village Council
From:
Date: June 8, 2023
SUBJECT: Council Member Rosenthal - Discussion of the Development Services
Director
Public comment is requested for this discussion item.

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 8, 2023
SUBJECT: Update of Page Excavating Audit

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 8, 2023
SUBJECT: Village Manager Report Regarding RFP 23-05 Evaluation Committee
Recommendations for Solid Waste Contractual Services

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 8, 2023
SUBJECT: Completion of Dog Park and discussion on dedication.

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: June 8, 2023
SUBJECT: **Request to Extend Agreement for Freebee Ridesharing Services
Pending FDOT SFY 2024 Public Transit Service Development Program
Grant Agreement - TAB 1**

Background:

Freebee is a company based in Miami that provides local transportation in electric vehicles free of charge to riders through requests via a smartphone app. The service is successful in many cities and districts in South Florida and continues to expand. Freebee is funded primarily by municipal funds through agreements with local governments as part of the local public transportation plans and in combination with private advertising dollars through placement of ads on the Freebee vehicles. Freebee's Managing Partner Jason Siegel originally introduced Freebee, the transit service the company provides, and the carbon emissions savings potential, during a presentation to the Village Council in July 2018.

Trial Program:

The Village Council initially approved a six-month Freebee trial program and approved \$80,000.00 in the adopted FY 2018-2019 Budget to fund the trial program. Under the Agreement for the trial program services, Freebee provided two (2) golf cart style electric vehicles to service Upper Matecumbe Key from November 29, 2018 through May 28, 2019. Service was provided for 37 hours from Thursdays through Sundays. While the golf cart style vehicles have tags, lights, windshield wipers and a horn, the service was limited to Upper Matecumbe Key because the golf cart vehicles are restricted to 35 mph and cannot travel on the Overseas Highway or across the bridges of the Overseas Highway. Resident feedback throughout the trial program was positive and supportive of the program, and many residents requested that the Freebee program be expanded to provide the ridesharing service to all areas of the Village.

Service Expansion/Two-year Agreement:

At the May 30, 2019, Village Council Meeting, Jason Spiegel made a presentation detailing a possible expansion of the Freebee program with two (2) XL vans, thereby making it possible to serve all areas of the Village. At that meeting, Council authorized the Village Manager to enter into an agreement to extend the Freebee services under the current agreement to allow time for Mr. Spiegel to further research larger vehicle options and costs. At its July 18, 2019 meeting, the Village Council approved a two-year Agreement with Freebee for a Village-wide program utilizing the two (2) XL vans to travel Village wide and one (1) golf cart style vehicle continuing to provide service on Upper Matecumbe.

The operating hours with the new Agreement were expanded from four (4) days to six (6) days

per week for 70 hours of service per week per vehicle. The two-year agreement began in March 2020 when Freebee acquired and put into service the two new larger vehicles at the request of the Village. The Agreement provided for the cost of the services at \$317,280.00 annually, paid in twelve (12) payments of \$26,440.00. With an adjustment in the contract term for suspension of service associated with the Coronavirus Pandemic, the two-year agreement terminated May 31, 2022.

No-Cost Additional Services During the above-described Two-year Agreement:

At the suggestion of Freebee and with agreement from the Village, Freebee replaced the third cart-style vehicle that served only Upper Matecumbe Key with a Tesla X, thereby supplying three vehicles to provide Village-wide services. The Tesla X was put into service in April 2021 at no additional cost to the Village.

Beginning June 15, 2021, service was expanded to three locations at the south end of Tavernier: the Tavernier Town Center, the Mariners Hospital Complex, and the Good Health Clinic. The Village requested the service expansion to the new locations after numerous requests from residents asking to be able to use Freebee to access medical offices and the shopping center and the suggestion of the Fire Chief to utilize Freebee for transportation of residents to medical appointments. Freebee provides the expanded service at no additional cost to the Village.

In August 2021, the Village entered into a Revocable License Agreement with Freebee enabling Freebee to use a portion of property owned by the Village for a charging station site. The Village provided space near the wastewater pump station at Village Hall, and three charging stations were installed for use by Freebee pursuant to terms included in the Agreement. Freebee paid for the charging station equipment and installation costs. They are also responsible for paying associated electric costs.

Current Agreement Effective June 1, 2022 to June 30, 2023 (Attachment A)

At its meeting on May 12, 2022, the Council adopted Resolution No. 22-05-36 approving an agreement with Freebee effective June 1, 2022, to June 30, 2023. The new agreement included the following new provisions:

- Vehicles in the Freebee fleet for the Village would include two Tesla X 7-passenger vehicles and one XL Vans instead of one Tesla X and two XL Vans. Freebee based the recommended change on feedback received from passengers saying they prefer to be picked up in the Tesla. Additionally, the Teslas have over two times the battery range capacity, greatly reducing the out-of-service periods for charging. The Tesla X seats a maximum of seven (7) passengers, and the XL vans seat a maximum of nine (9) passengers and can accommodate a wheelchair. Freebee reported that the XL vans are rarely at maximum capacity. The change helped to increase ridership while decreasing wait times.
- The Agreement effective June 1, 2022, included a new monthly rate of \$28,542.00, which was an increase of \$2,102.00 per month or 8%. The total contract cost for the 13-month term is \$371,046.00.
- The Agreement effective June 1, 2022, continued to provide 70 hours of operation for the three vehicles, but the schedule was changed so that all three vehicles would no longer follow the same schedule (usually 10:00 a.m. to 10:00 p.m. with service to 12:00

a.m. on Fridays and Saturdays). The current service is available seven days per week, and service for one vehicle starts at 7:00 a.m. Through this change, hours of operation were expanded to provide services beginning at 7:00 a.m., but provides only one vehicle in service during those early hours and one vehicle from 10:00 p.m. to midnight. The following schedule was adopted and became effective July 1, 2022:

Vehicle #1	7:00 a.m. to 5:00 p.m.	10 hrs/day; 7 days/week
Vehicle #2	12:00 p.m. to 10:00 p.m.	10 hrs/day; 7 days/week
Vehicle #3	2:00 p.m. to 12:00 a.m.	10 hrs/day; 7 days/week

FDOT Public Transit Service Development Program Grant (Transit Grant) On May 20, 2022, Village staff applied to the FDOT Public Transit Service Development Program for grant funding for Freebee's services starting July 1, 2023, when the Village's current agreement with Freebee would need to be renewed. The State's fiscal year is July 1 to June 30. With the most recent agreement, the term was set so that it coincides with the state's fiscal year as staff anticipated applying for the Transit Grant. The Village did not apply for the grant when Council was first considering the Freebee services because the timing of the grant application deadline would have delayed implementation of services, and the Council wanted to start with a trial program.

The FDOT Public Transit Service Development Program Grant is meant to be for "transit service development." Because the Village had already entered into an agreement for services with Freebee, when applying for the FDOT Transit Grant, the Village needed to propose an expansion to existing services to be eligible for funding. Expansion may include the addition of vehicles, increased route areas, and increased service hours.

In the grant application, staff represented that the schedule for Freebee's services would be expanded to provide all three vehicles in service from 7:00 a.m. to 12:00 a.m. seven days per week based on Freebee's recommendation that all vehicles follow the same schedule so that availability of more vehicles leads to improved customer service.

On October 26, 2022, FDOT notified the Village that its application for State Fiscal Year 2024 (SFY24) funding was approved. Total annual costs as proposed by Freebee for three vehicles to operate seven days per week, 17 hours per day (total 357 hours per week instead of 210 hours per week) would be \$553,300.00. The grant would provide 50% funding (\$276,665.00), and the Village's share would also be \$276,665.00. For the Village, this would be an annual decrease of \$65,839.00 from the current annual amount under the current contract.

November 2022 Council Direction & Year 2 (SFY25) Funding

On November 17, 2022, staff requested direction from Council on whether the Village should accept the grant award from FDOT to fund the cost of expanded services to be provided by Freebee effective July 1, 2023, through June 30, 2024. The Council agreed that staff should communicate to its FDOT contact that the Village accepts the grant award and requests a grant agreement for approval and execution, and staff conveyed the Village's acceptance in accordance with Council's direction. Council understood that the corresponding agreement with Freebee would be revised to match the FDOT grant agreement terms.

As of May 26, 2023, FDOT has clarified and confirmed that the grant agreement for SFY24 funding will not be available until after the start of the state fiscal year on July 1, 2023. While staff had anticipated entering into the grant agreement well in advance of the start of the state

fiscal year based on other grant agreements the Village has entered into with state agencies and with FDOT, the process with this grant is different. Therefore, the Village's current agreement with Freebee will terminate before the grant agreement with FDOT is finalized.

As staff awaited the grant agreement for SFY 24 funding, Village staff submitted the Village's application for FDOT FY 25 (Year 2) funding in May 2023 with the same terms as the Year 1 funding. Jason Spiegel from Freebee confirmed that if the Village receives funding in Years 2 and 3, Freebee's rates would not increase. Notification of SFY25 awards are expected in October 2023. Staff will seek confirmation to enter into a corresponding grant agreement from the Council if funds are awarded for Year 2 at that time.

Analysis:

Proposed New Agreement with Beefree, LLC, to be effective when FDOT Grant Agreement is Finalized

To meet the provisions of the program funded by the FDOT 2024 Public Transit Services Development Grant detailed below, the proposed new agreement will include the following provisions:

- Vehicles in the Freebee fleet for the Village would continue to include two Tesla X 7-passenger vehicles and one XL Van.
- The Agreement will include a new monthly rate of \$46,109.00.00. The total contract cost for the 12-month term is \$553,300.00. With the FDOT 2024 Public Transit Services Development Grant reimbursing 50% of the cost, the annual cost would be \$276,650.00. For the Village, this would be an annual decrease of \$65,839.00 from the current annual amount under the current contract while providing expanded services.

Consideration of Extension of Current Agreement with Beefree, LLC

The current Agreement with Befree, LLC (Freebee) terminates effective June 30, 2023. Staff had anticipated presenting a new agreement to the Council before the termination date that would coincide with the FDOT grant agreement as explained above. Staff seeks Council direction regarding extension of the termination date of the current agreement beyond June 30, 2023, to allow time to finalize the FDOT grant agreement for SFY24 funding. If Council authorizes the extension, the Village Manager would draft a letter to this effect to Beefree, LLC, requesting an extension of the current terms, rates and schedule until the grant agreement from FDOT is finalized after July 1, 2023.

RIDERSHIP REPORTS – ANALYSIS

Freebee provides monthly reports showing data and analytics related to ridership. The most recent monthly report, March 2023, is provided at Attachment B for reference. An analysis of the cost per ride and cost per passenger is compiled and is provided in Attachment C. The schedule change effective in July of 2022 increased ridership and demonstrates a need for services starting earlier in the morning at 7:00 a.m. and ending later in the evening at 12:00 a.m.

Budget Impact:

Payments to Freebee are expensed to the Transportation Fund so that they may be considered in the analysis of uses of fuel tax revenue performed every two years and reported to Monroe County for justification of fuel tax revenues received. Any FDOT grant revenue

received for the Freebee program would be recorded to the Transportation Fund to offset the expenditures.

Staff Impact:

Village staff would continue to coordinate services with Freebee.

Recommendation:

It is recommended that the Village Council consider the services provided by Freebee and choose whether to extend the existing agreement pending the FDOT grant agreement providing SFY24 funding for the Freebee program.

- Attachments:**
1. Att A_Freebee Agreement_060122 to 063023_fully executed
 2. Att B_2023- 03- Freebee March Ridership
 3. Att C_Freebee Analysis_033123

AGREEMENT

THIS IS AN AGREEMENT, dated the 12th day of May, 2022, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

BEEFREE, LLC,
a limited liability company d/b/a FREEBEE, authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1

PREAMBLE

In order to establish the background, context and form of reference for this Agreement 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 Agreement is based.

1.1 The VILLAGE is in need of an independent contractor to provide transportation services to residents and tourists within the Village.

1.2 CONTRACTOR has developed a service to provide no-fare local transportation utilizing electric vehicles ("Freebees") and has implemented the environmentally friendly transit service in several South Florida communities.

1.3 The VILLAGE approved a six-month trial period for the Freebee services limited to Upper Matecumbe Key, assigned funds in the Fiscal Year 2018-2019 Budget to fund the services, and subsequently approved a two-month extension of the trial period.

1.4 The trial period for CONTRACTOR's Freebee service from November 29, 2018 to May 28, 2019, which was subsequently extended to July 31, 2019, has been popular with both residents and visitors, and residents have requested expansion of Freebee services to provide transportation to all four (4) islands of the Village.

1.5 On July 8, 2019, the VILLAGE received a proposal from CONTRACTOR to continue providing and expanding mobile application-based transportation and marketing services to VILLAGE residents, tourists and visitors via CONTRACTOR's 100% electric and customized low-speed vehicles known as "Freebees" (the "Services").

1.6 On July 18, 2019, the Village Council of Islamorada, Village of Islands adopted Resolution No. 19-07-48, thereby accepting the proposal from CONTRACTOR and authorizing the Village to negotiate an Agreement with CONTRACTOR for the proposed services.

1.7 The Village and CONTRACTOR entered into an Agreement on October 15, 2019 that provided for a term of twenty-four (24) months from the date of delivery and deployment of new vehicles able to travel Village-wide. The Agreement was extended by two (2) months in acknowledgement of a two-month suspension of services and payments during the COVID-19 pandemic.

1.8 At its meeting on March 31, 2022, the Village Council extended the current Agreement through May 31, 2022, to allow the Village and Freebee to work on a revised schedule that would not increase the total number of hours of service but would start service at 7:00 a.m. for at least one (1) fleet vehicle.

1.9 VILLAGE and CONTRACTOR desire to enter into an Agreement for the continued provision of the Services as set forth herein.

1.10 The Village Manager is authorized to execute an agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as Exhibit "A" and as more particularly described herein.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the VILLAGE by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3

TERM

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project implementation timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 This Agreement shall commence on June 1, 2022, and terminate June 30, 2023.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4

CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for services rendered in accordance with the Rates and Services Addendum attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum 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 Forty Three Thousand Dollars (\$342,504.00)** per annum.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper services rendered and in the amounts stated in Exhibit "A".

4.3 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; *inter alia*, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5

CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Village prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written

notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance - \$3,000,000 per occurrence;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing this Agreement and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage that VILLAGE determines reasonably necessary depending upon the exposures, and shall provide a thirty (30) day written notice to CONTRACTOR if any changes to insurance obligations are required. Notwithstanding the foregoing, in the event the VILLAGE requires any change in insurance coverage or additional insurance coverage which exceeds the scope of coverage or coverage limits expressly required under this Agreement, CONTRACTOR may, in its sole discretion, terminate this Agreement without further obligation by providing thirty (30) days' prior written notice to VILLAGE. In the event of such termination, CONTRACTOR shall be paid for all work satisfactorily performed through the date of termination.

ARTICLE 6

PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the VILLAGE's property and properties from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with the above-mentioned matters and CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with the above-mentioned matters, except in the event that the VILLAGE fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, unless arising out of the grossly negligent or intentional acts of the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

7.3 If a court of competent jurisdiction holds the Village liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the Village may possess. The Village specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information:

AGREEMENT NAME
DESCRIPTION OF AMENDMENT
ESTIMATED COST FOR ADDITION OR CHANGE TO AGREEMENT

10.2 Notwithstanding the foregoing, neither party shall be under any obligation to agree to any changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement. However, in no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The Term of this Agreement shall be for a period of thirteen (13) months and shall take effect as set forth in the Rate and Services Addendum set forth in Exhibit "A" hereto.

11.2 Notwithstanding the Term set forth in Section 11.1 above, this Agreement may be terminated by either party for convenience upon forty-five (45) days written notice. If this Agreement is terminated by either party for convenience, the CONTRACTOR shall be paid its compensation for services performed to the termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated in a manner not permitted under the terms of this Agreement, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. 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, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR.

11.3 This Agreement may be terminated by either party for cause upon fifteen (15) days written notice by the party not in default providing the defaulting party with a specific description of the default and an opportunity to cure. If this Agreement is terminated by either party for cause, the CONTRACTOR shall be paid its compensation for services satisfactorily performed to the termination date.

11.3 The Term of this Agreement may be extended upon mutual written Agreement of CONTRACTOR and the VILLAGE for an additional term of twelve (12) months, subject to approval by the Village Council.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONTRACTOR's Rates and Services Addendum for transportation services to residents and tourist within the Village as set forth in and made a part of this Agreement as Exhibit "A"; and all other exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval, which shall not be unreasonably withheld. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR 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 CONTRACTOR 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.
- e. Notwithstanding any of the foregoing, the VILLAGE shall maintain the confidentiality of any records or information that constitutes a trade secret or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, except to the extent that such items constitute CONTRACTOR's trade secrets or proprietary information, which are and shall remain the exclusive property of CONTRACTOR. Nothing contained in this provision should be construed as providing VILLAGE any property rights in CONTRACTOR's mobile application or its underlying source code.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. 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 Village Administration Center Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
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Copy To: Roget V. Bryan, Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Attn: Jason Spiegel
BEEFREE, LLC
2312 N. Miami Avenue
Miami, Florida 33127

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as 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.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE or CONTRACTOR to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

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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 Managing Partner, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FL

By: Maria T. Bassett 5/12/22
Maria T. Bassett, Acting Village Manager

AUTHENTICATION:

Marne McGrath
Marne McGrath, Village Clerk

(SEAL)

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

[Signature]
Roget V. Bryan, Village Attorney

CONTRACTOR

WITNESSES:

[Signature]

By: [Signature]
Jason Spiegel on behalf of BEEFREE, LLC

[Signature] Brandon Fernandez

ATTEST:

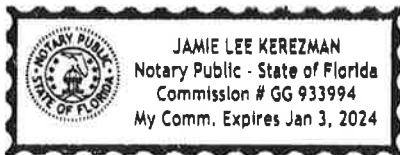
[Signature]

SECRETARY

STATE OF Florida)
COUNTY OF Miami Dade)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jason Spiegel, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 15 day of June, 2022



[Signature]
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

BEEFREE, LLC

"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC ("BEEFREE") and ISLAMORADA, VILLAGE OF ISLANDS ("the VILLAGE"), made and entered into on the ____ day of _____, 2022 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and VILLAGE (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on June 1, 2022, and shall remain in full force and effect for thirteen (13) months (the "Term") through June 30, 2023, unless terminated sooner or extended pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to VILLAGE at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide three (3) "Freebee" vehicles (One (1) XL van and two (2) Tesla vehicles) dedicated to VILLAGE (the "Vehicles") for the duration of the Term. At least one of the Vehicles dedicated to VILLAGE will be wheelchair accessible, and BEEFREE will otherwise use its best efforts to be and remain in compliance with all Americans with Disabilities Act ("ADA") requirements. BEEFREE shall be responsible for providing appropriate training to its drivers who will be operating the wheelchair accessible Vehicle, including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b. BEEFREE will operate the Vehicles within VILLAGE's designated service area at all times during VILLAGE's operating hours (weather and conditions permitting) as reflected in Section 5 herein, with the exception being when a driver takes their thirty (30) minute meal break. At such times during a driver break, two (2) vehicles will be in operation and BEEFREE will try to limit this to downtime in service. BEEFREE agrees that, to the extent feasible, at all times during VILLAGE's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers, upon request, and BEEFREE will operate the ramping system and secure any wheelchairs to the vehicle should such accommodations be requested.
 - c. Prior to the beginning of the Term, BEEFREE will add VILLAGE as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), and on BEEFREE's general liability policy (of at least \$3 million). VILLAGE will remain as an additional insured on said policies throughout the Term. BEEFREE must also otherwise comply with the insurance requirements as set forth in the Agreement.

- d. BEEFREE will assist VILLAGE in developing a marketing plan to encourage ridership on the Vehicles during the Term.
 - e. Beginning with the first month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide VILLAGE with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
 - f. BEEFREE agrees that any questions, complaints, or concerns reported to BEEFREE (through its drivers or otherwise) regarding ADA issues will be reported to the VILLAGE within one business day.
3. **Rates.** As consideration for the Services listed above, VILLAGE shall pay BEEFREE at the following Rates:
 - a. The total payment for the Services to be provided under this Addendum shall not exceed **THREE HUNDRED FORTY TWO THOUSAND FIVE HUNDRED FOUR DOLLARS AND NO/100 (\$342,504.00)** per annum, with the ability to subsidize total payment with advertising revenue, as stipulated under Section 5(d) herein.
 - b. The breakdown for the Services charge is as follows:
 1 XL Vehicle and 2 Tesla X Vehicles
 Service: Monday - Sunday
 Seventy (70) Hours of labor per vehicle weekly
 Cost: **\$342,504.00 Annually**
4. **Payment Terms.** VILLAGE agrees to pay the Rates in monthly installments, as follows:
 - a. Twelve (12) payments of \$28,542.00 per month, payable on or before the 15th day of each month, beginning the first month of the Term of this Agreement.
5. **Additional Terms.**
 - a. VILLAGE's operating hours, as contemplated in Section 2.b. above, shall be as follows:

Vehicle #1	7:00 a.m. to 5:00 p.m.	10 hrs/day; 7 days/wk
Vehicle #2	12:00 p.m. to 10:00 p.m.	10 hrs/day; 7 days/wk
Vehicle #3	2:00 p.m. to 12:00 a.m.	10 hrs/day; 7 days/wk
 - b. VILLAGE shall be responsible to continue to provide a location for installation of the fast chargers. Any costs associated therewith at all times after acceptance of the delivery will be the responsibility of BEEFREE. Notwithstanding the foregoing, all fast chargers delivered to VILLAGE by BEEFREE shall remain the property of BEEFREE and shall be subject to return upon conclusion of the Term.
 - c. BEEFREE will operate the Vehicles in VILLAGE'S designated service area as delineated in the attached map.

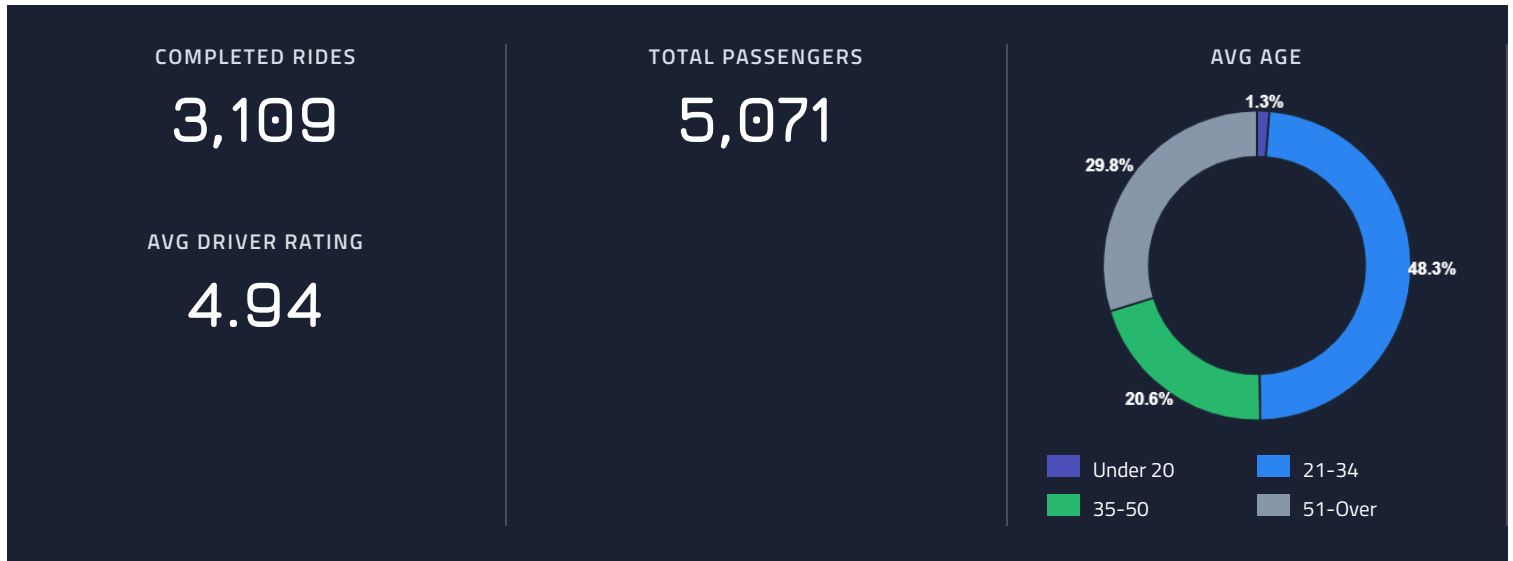
- d. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided that BEEFREE is able to sell such advertising space, BEEFREE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to VILLAGE's approval prior to placement on the Vehicles. The first \$120,000.00 of advertising revenue generated will remain the Property of BEEFREE. Any advertising revenue generated above \$120,000.00 from the sale of advertising on the Vehicles during the Term shall be divided equally between BEEFREE and VILLAGE, with each entitled to 50% of advertising revenue that is generated and actually received. VILLAGE shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder. Nothing in this section should be deemed to constitute a guarantee that BEEFREE will sell such advertising space or generate any revenue by selling advertising on the Vehicles during the Term, and VILLAGE expressly acknowledges that no such guarantee has been made by BEEFREE.

Freebee Service Area Map - Islamorada



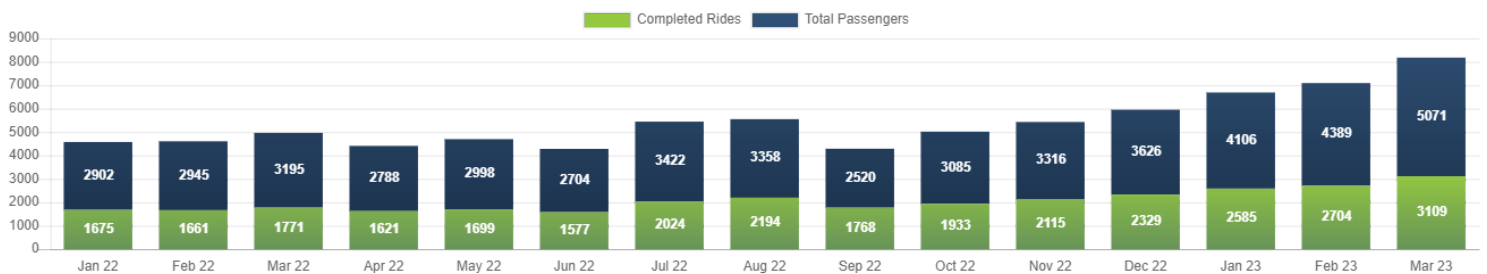


Zone Summary

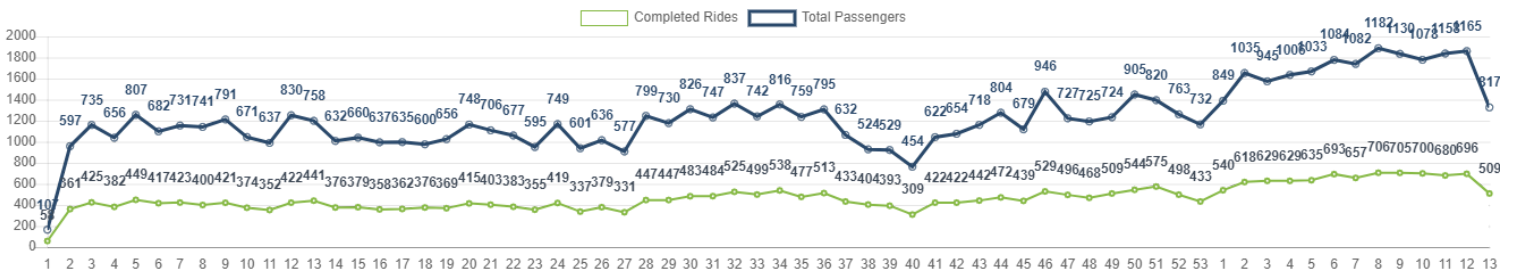


AVERAGE TIME	Ride request to selected 1.42m		Ride request to pickup 21.24m		
RIDES BY WAITING TIMES	0-10 Min 954	10-15 Min 479	15-20 Min 445	20-30 Min 567	30+ Min 664
APP RIDES 2,822	FLAG DOWN RIDES 287		MEN DRIVEN 2,522	FEMALE DRIVEN 2,557	

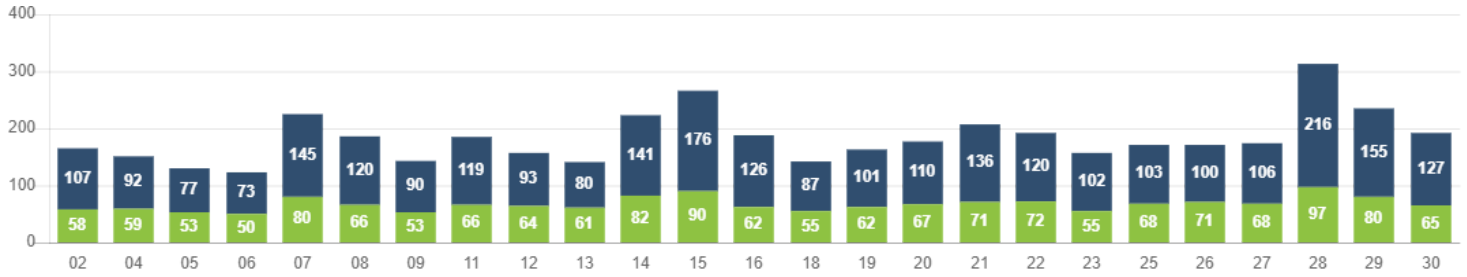
PASSENGERS AND RIDES BY MONTH (YTD)



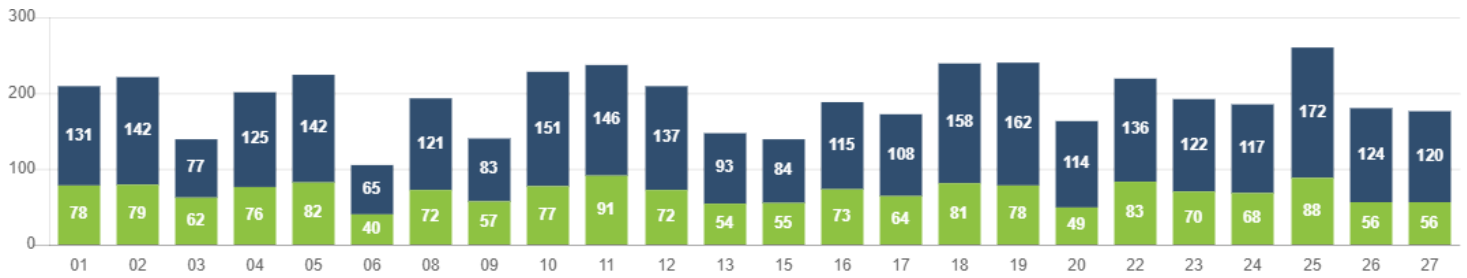
PASSENGERS AND RIDES BY WEEK (YTD)



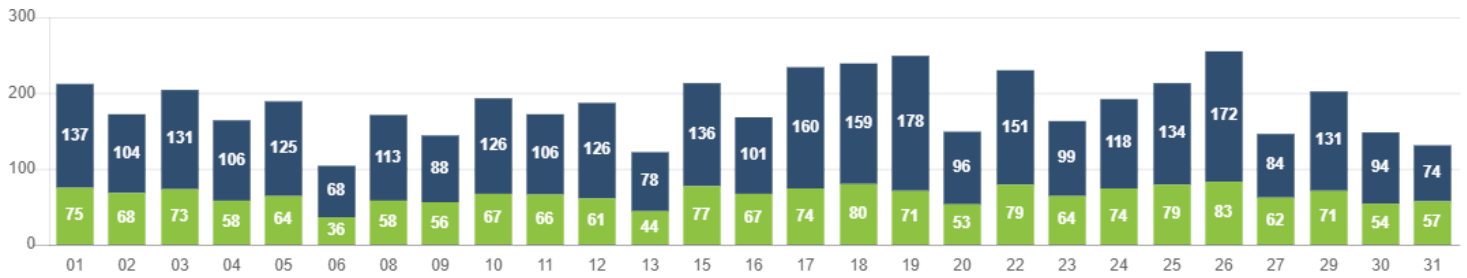
PASSENGERS AND RIDES - JANUARY



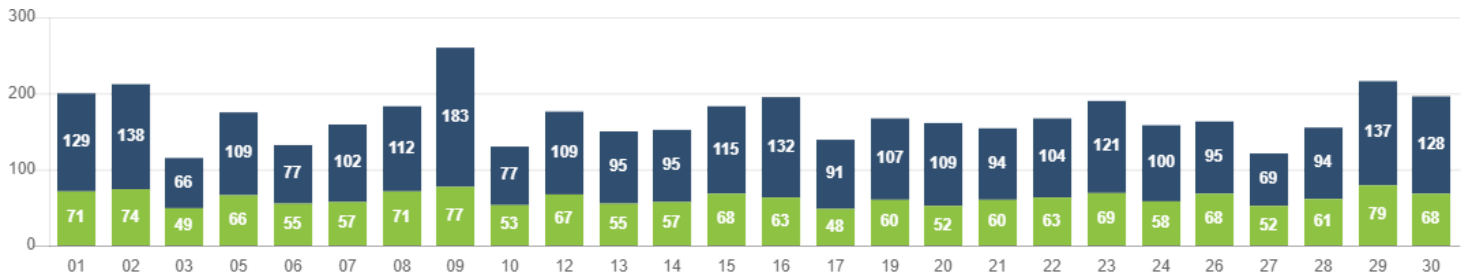
PASSENGERS AND RIDES - FEBRUARY



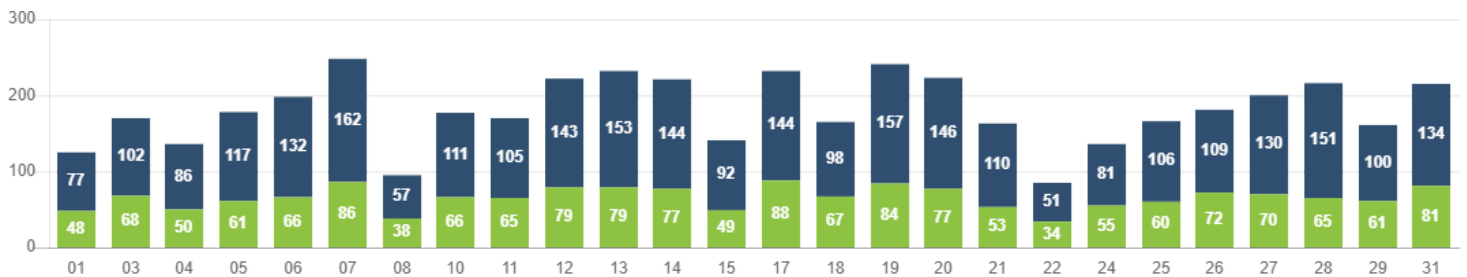
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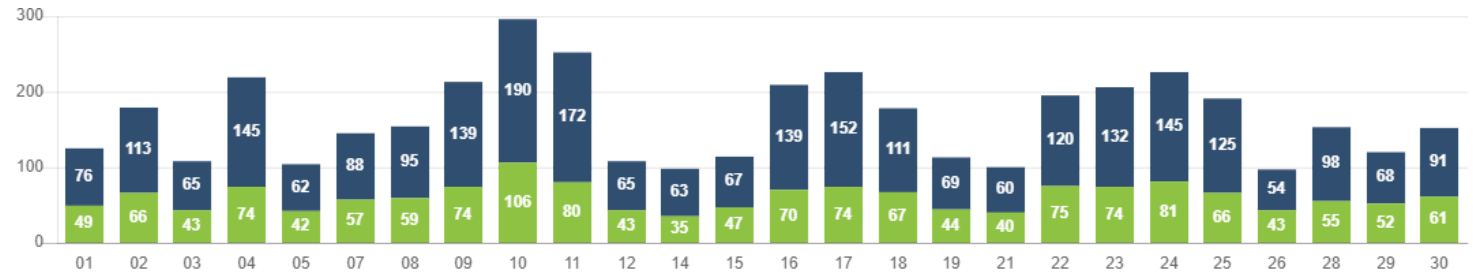
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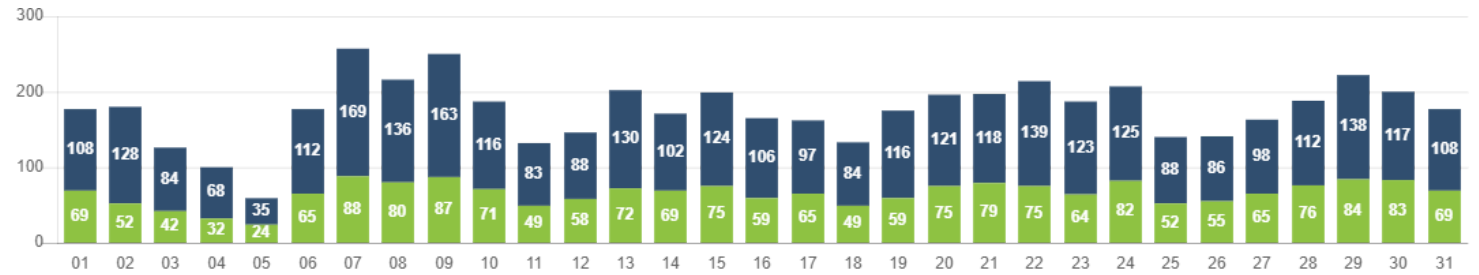
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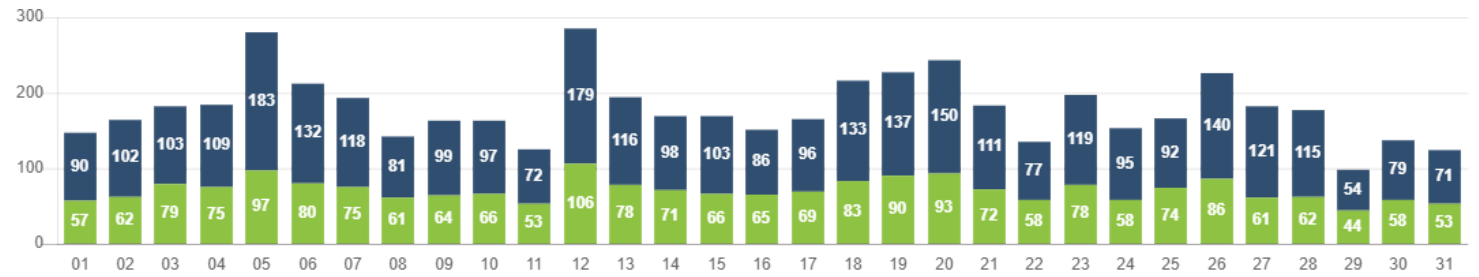
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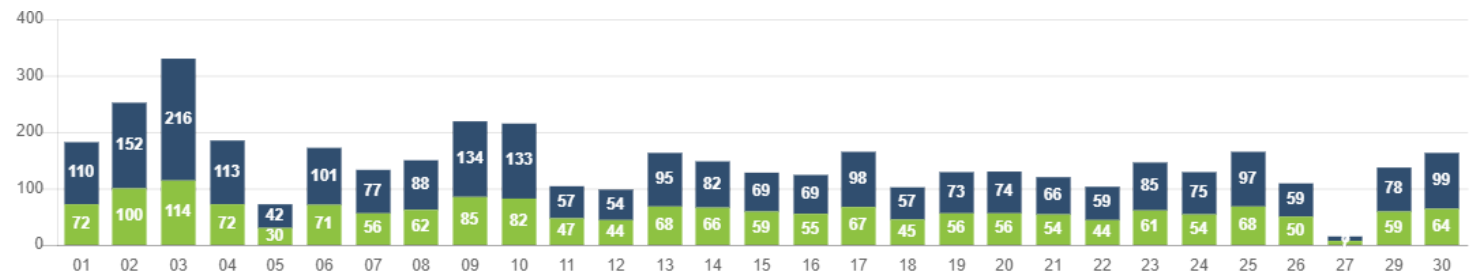
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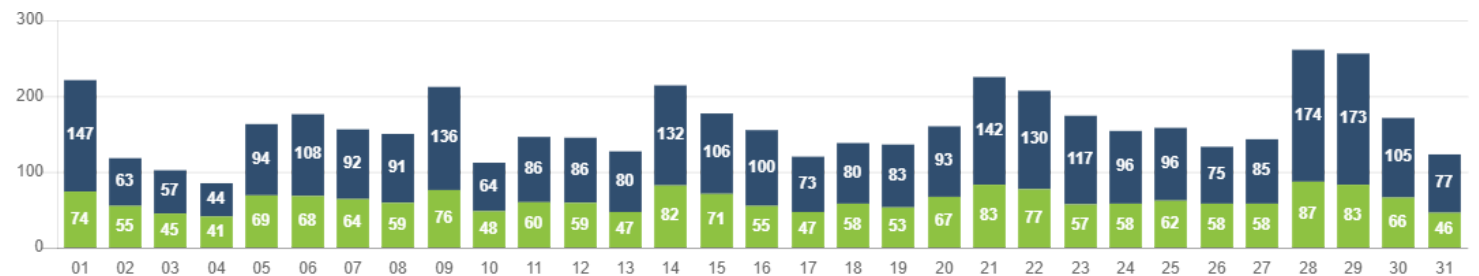
PASSENGERS AND RIDES - AUGUST



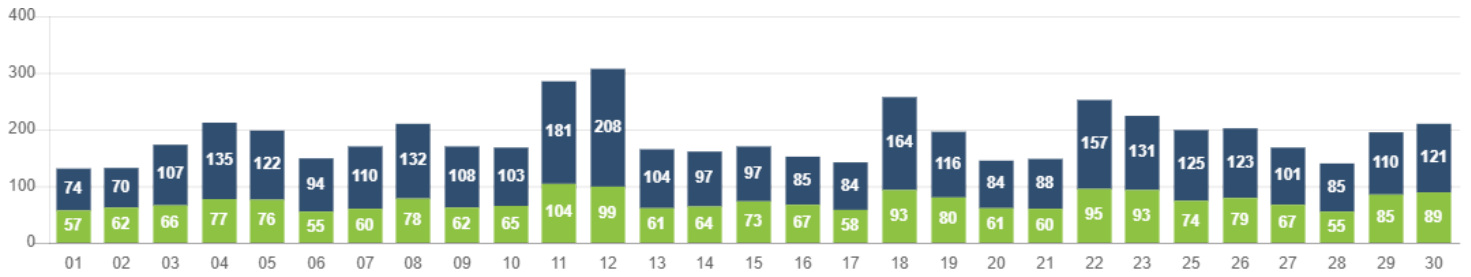
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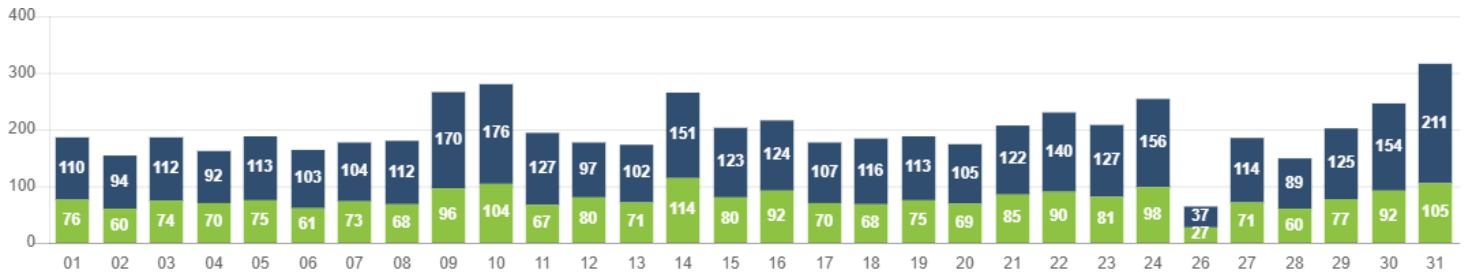
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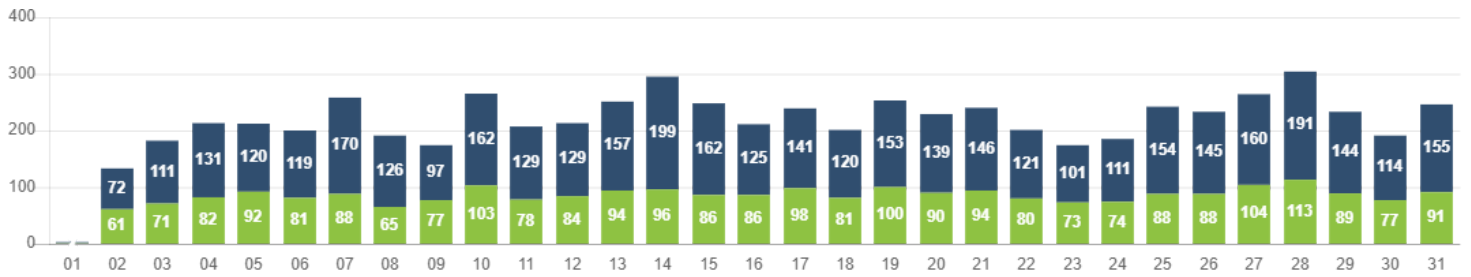
PASSENGERS AND RIDES - NOVEMBER



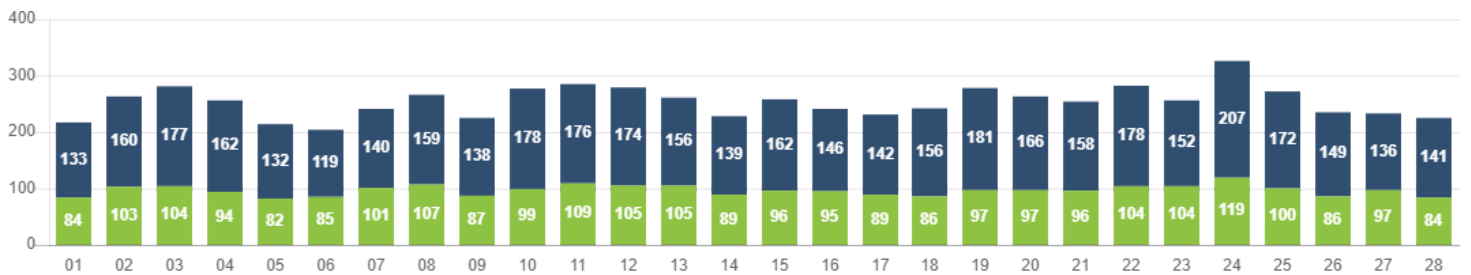
PASSENGERS AND RIDES - DECEMBER



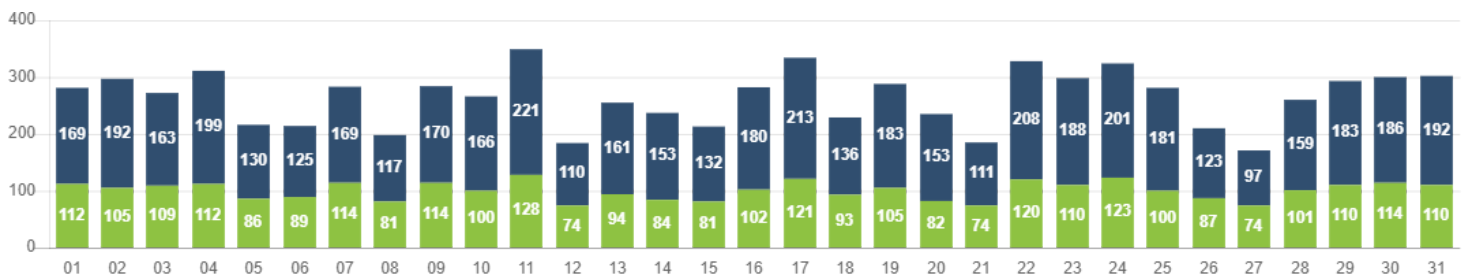
PASSENGERS AND RIDES - JANUARY



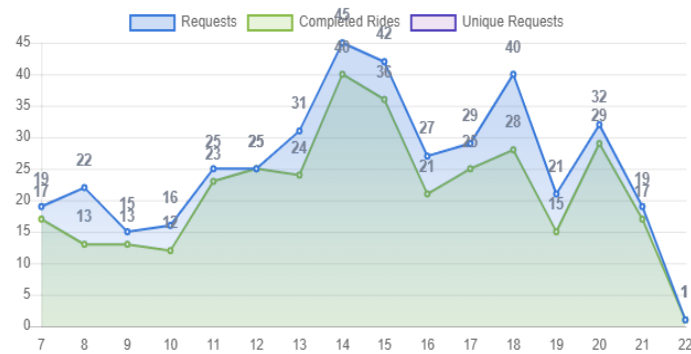
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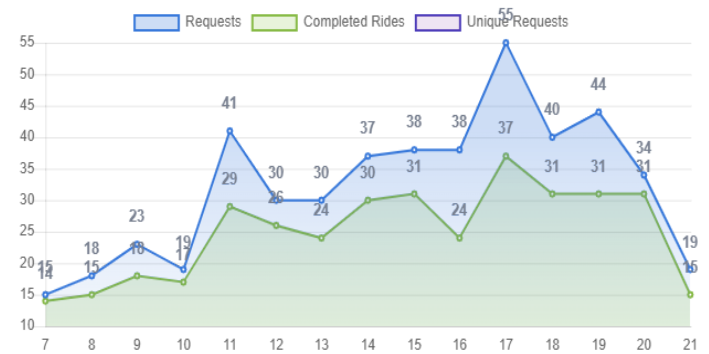
PASSENGERS AND RIDES - MARCH



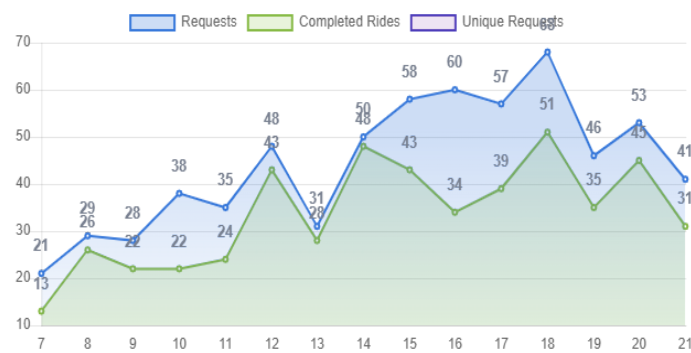
RIDE REQUEST MONDAY



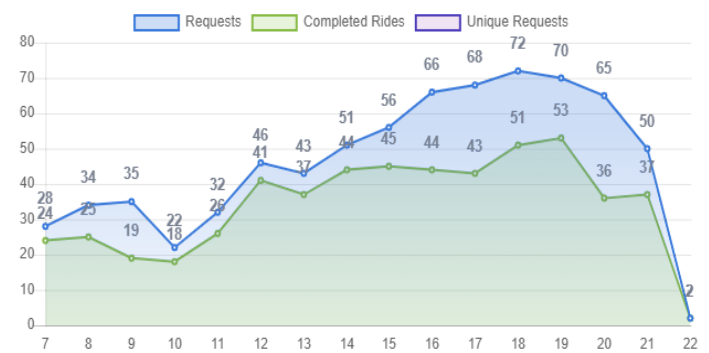
RIDE REQUEST TUESDAY



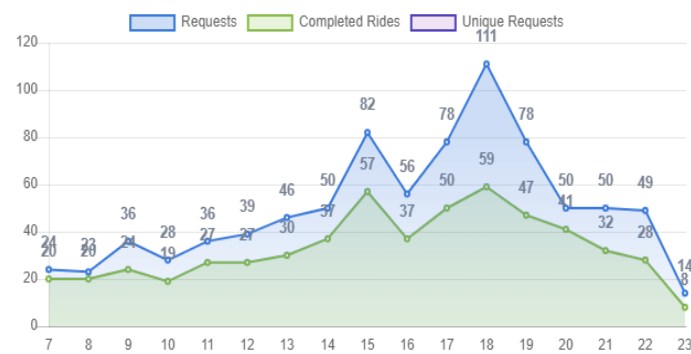
RIDE REQUEST WEDNESDAY



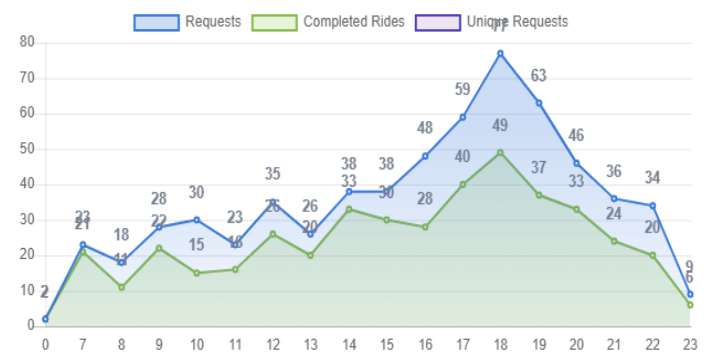
RIDE REQUEST THURSDAY



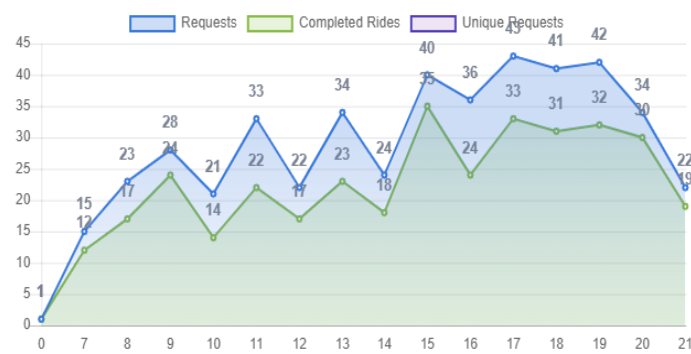
RIDE REQUEST FRIDAY



RIDE REQUEST SATURDAY



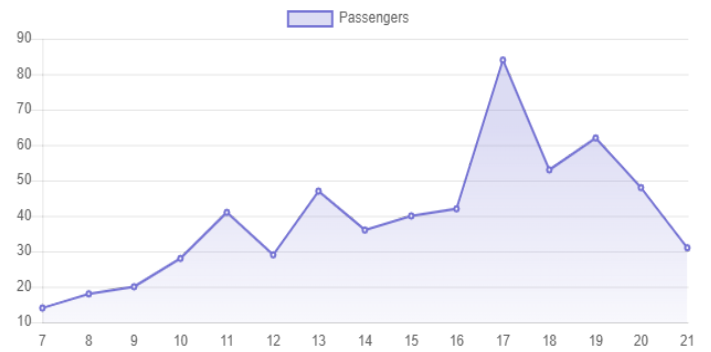
RIDE REQUEST SUNDAY



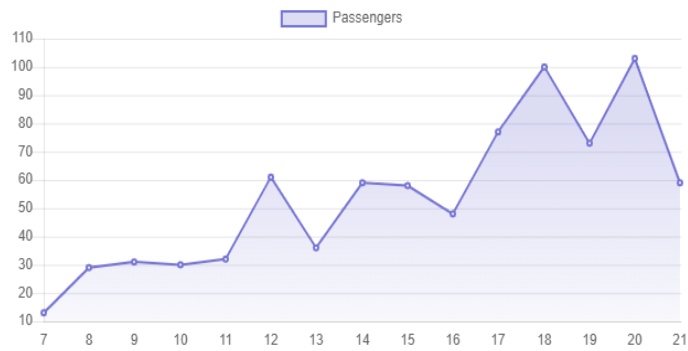
TOTAL PASSENGERS MONDAY



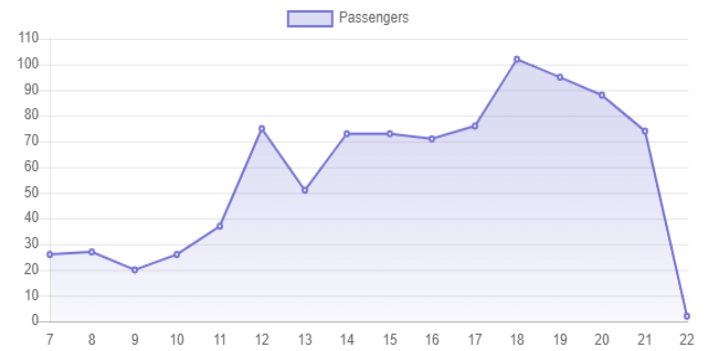
TOTAL PASSENGERS TUESDAY



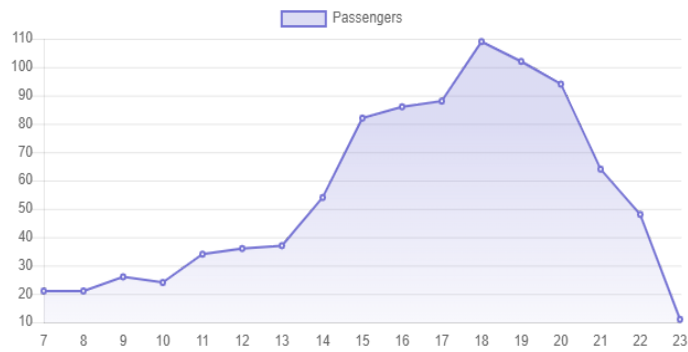
TOTAL PASSENGERS WEDNESDAY



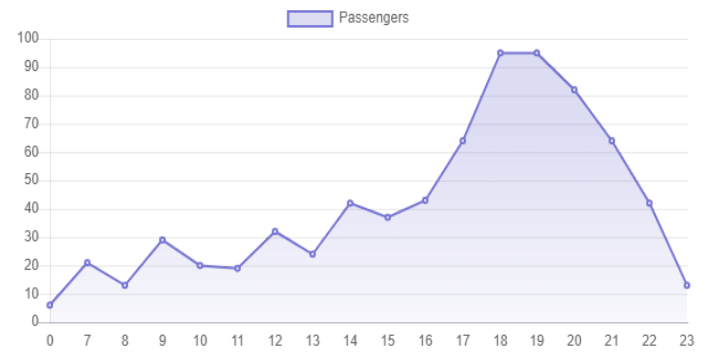
TOTAL PASSENGERS THURSDAY



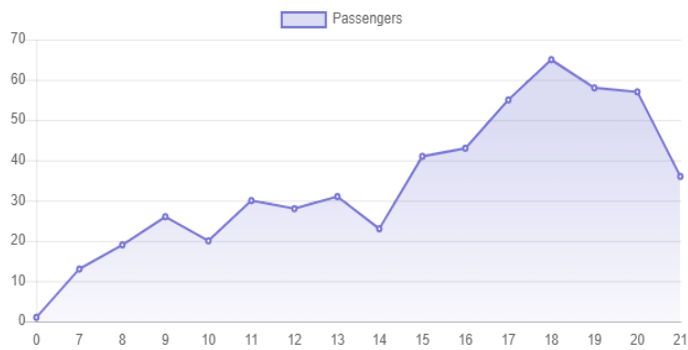
TOTAL PASSENGERS FRIDAY



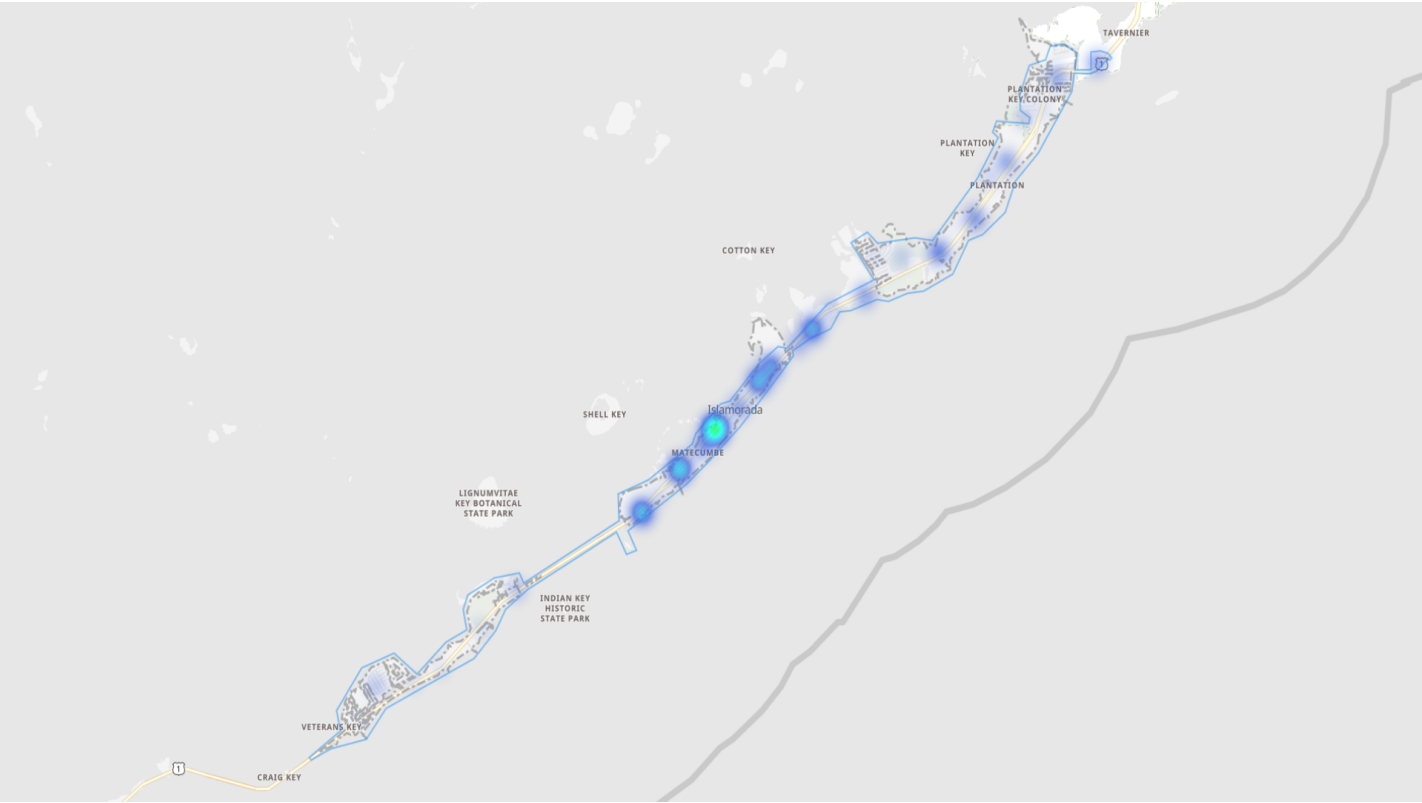
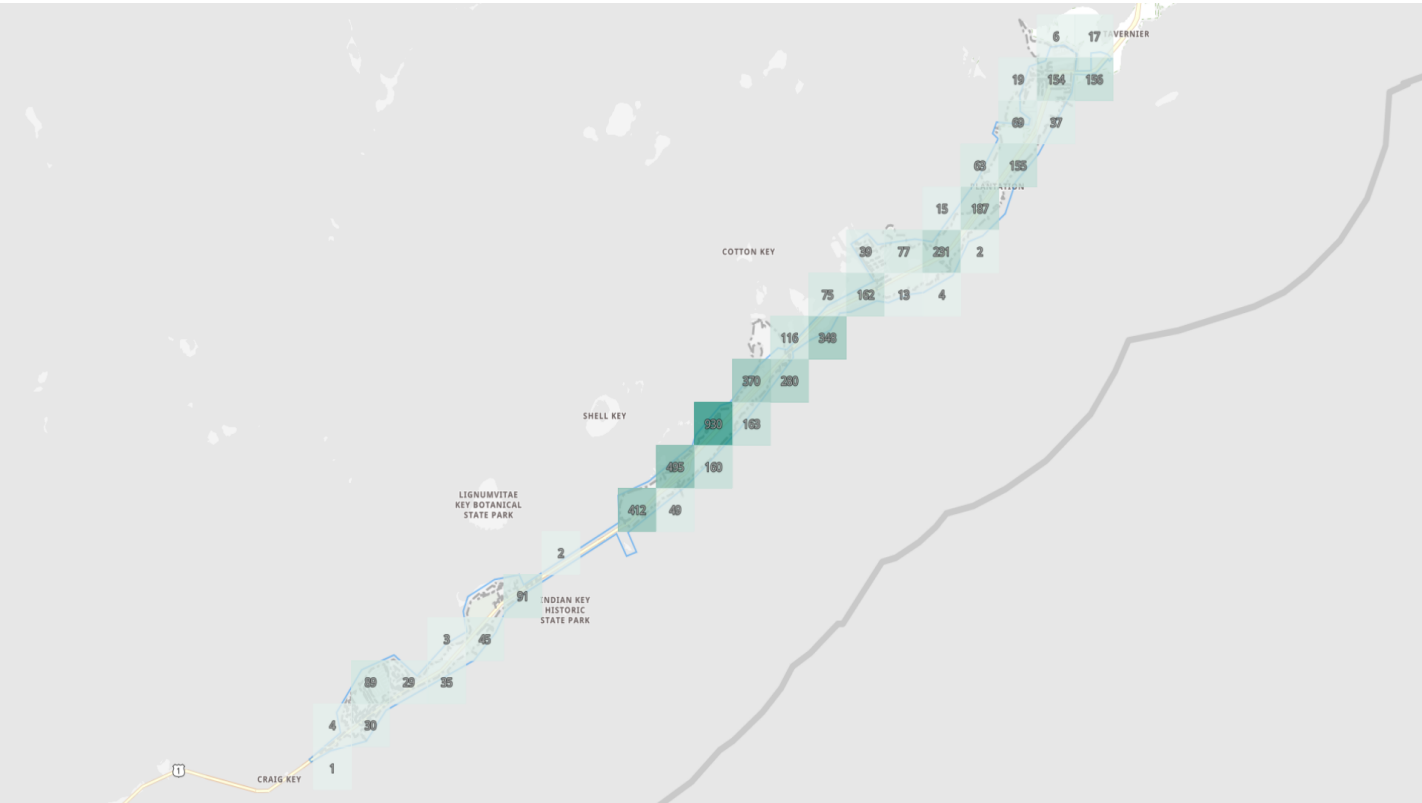
TOTAL PASSENGERS SATURDAY



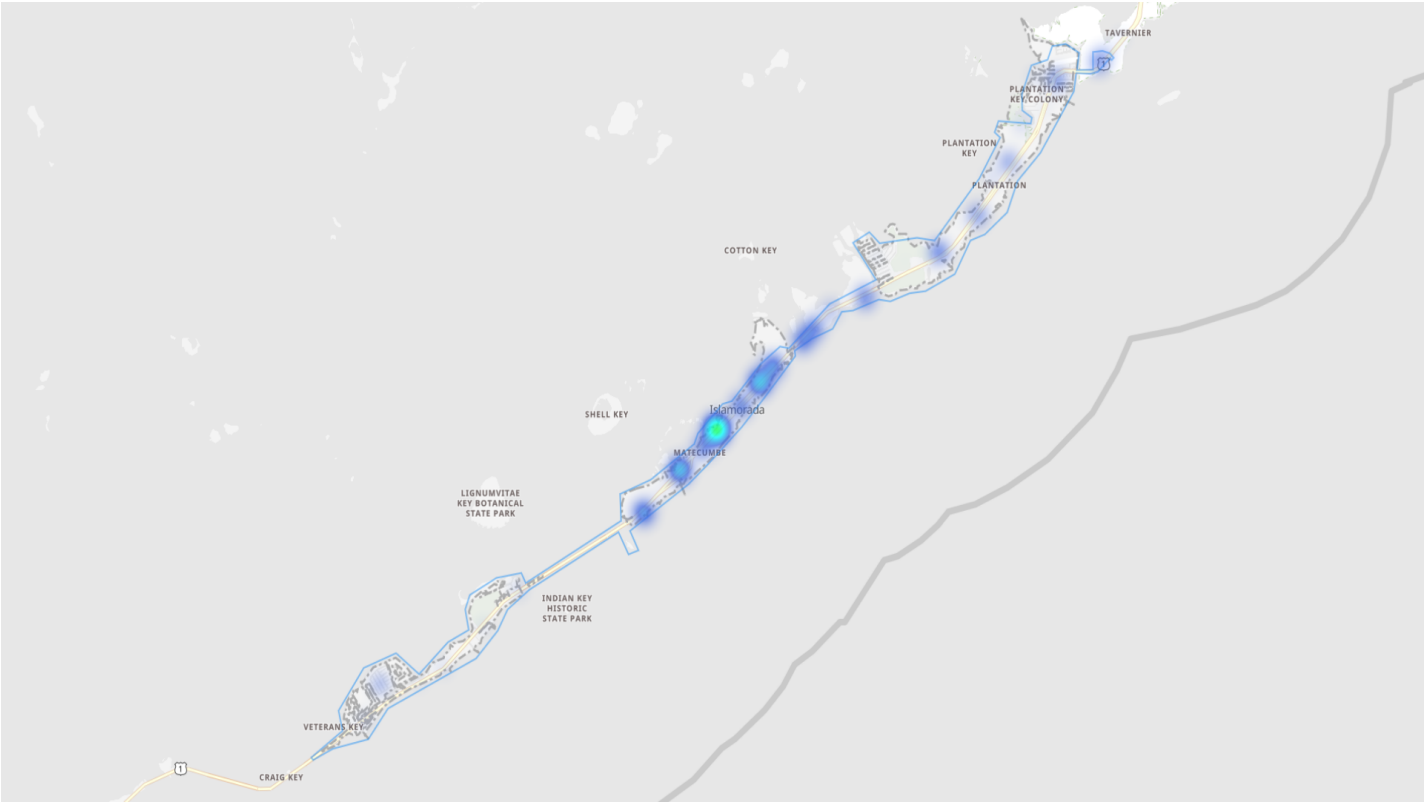
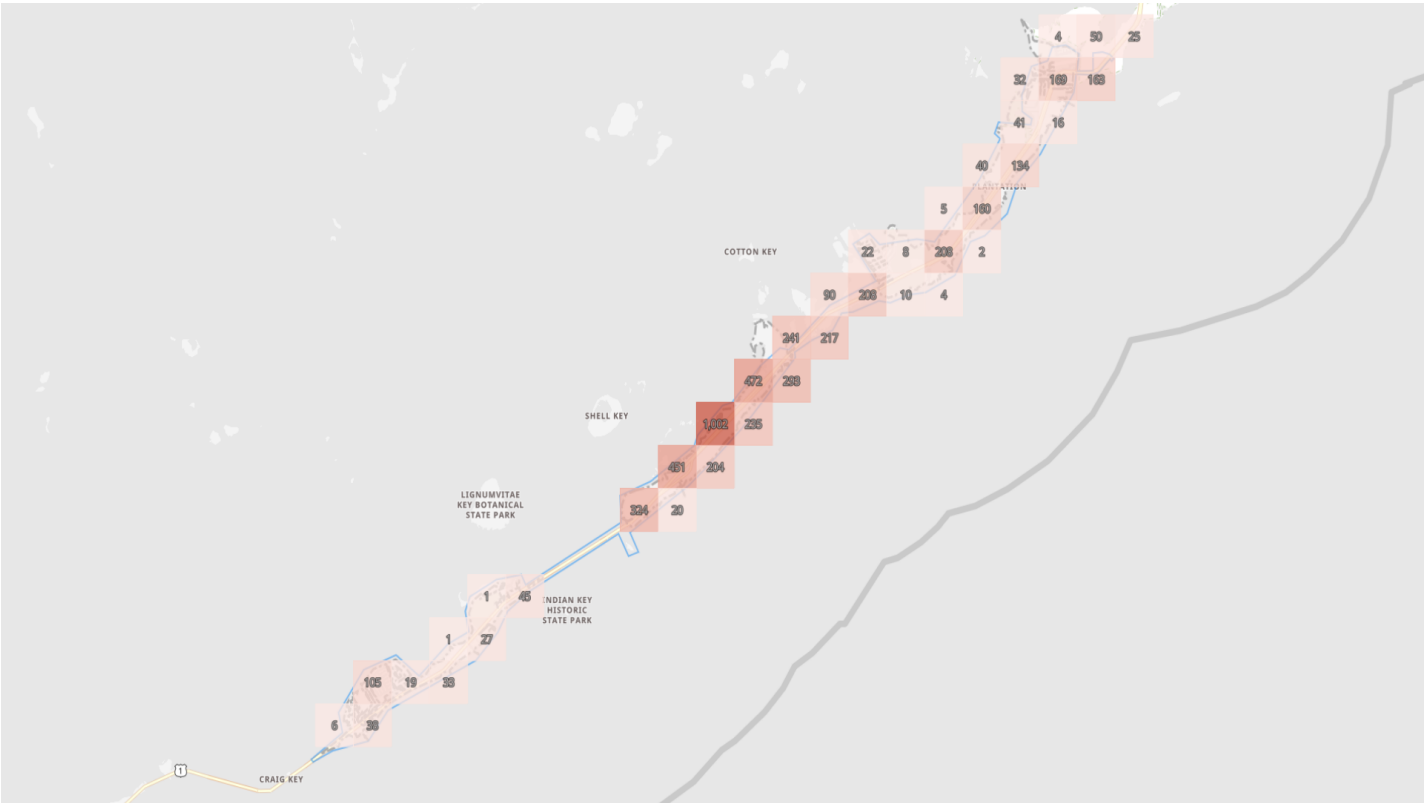
TOTAL PASSENGERS SUNDAY



RIDES REQUEST PICKUP



RIDES REQUEST DROPOFF



Islamorada, Village of Islands
FreeBee Service
Cost Analysis

as of 5/26/2023

<u>Trial Period</u>	<u>Days</u>	<u>Hours</u>	<u>Hours / Week</u>	<u>Vehicles:</u>
Thursday	4P to 12A		8	2 6-passenger not able to go over the bridges (Upper Matecumbe only)
Friday	4P to 12A		8	
Saturday	12P to 12A		12	
Sunday	11A to 8P		9	
			37	

<u>2019</u>														<u>MONTHLY</u>
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	<u>AVERAGE</u>
Completed Rides	354	581	752	546	585	616	508	635	371	583	675	616	6,822	569
Total Passengers	773	1,388	1,770	1,265	1,383	1,601	1,220	1,379	828	1,347	1,646	1,370	15,970	1,331
Monthly Payment	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 114,750.00	
Ad Subsidy	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ (1,325.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,625.00)	
Net Payment	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 12,175.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 108,125.00	
Cost / Ride	\$ 34.39	\$ 20.96	\$ 16.19	\$ 22.30	\$ 20.81	\$ 10.96	\$ 13.29	\$ 10.63	\$ 18.19	\$ 11.58	\$ 10.00	\$ 10.96		\$ 16.69
Cost / Passenger	\$ 15.75	\$ 8.77	\$ 6.88	\$ 9.62	\$ 8.80	\$ 4.22	\$ 5.53	\$ 4.89	\$ 8.15	\$ 5.01	\$ 4.10	\$ 4.93		\$ 7.22

<u>Expanded Service</u>	<u>Hours</u>	<u>Hours / Week</u>	<u>Vehicles:</u>
Tuesday	10A to 10P	12	2 xl-passenger vans able to go over the bridges 1 6-passenger golf cart not able to go over the bridges used until April 2021
Wednesday	10A to 10P	12	
Thursday	11A to 11P	12	
Friday	11A to 12A	13	On April 21, 2021, 1 Tesla X able to go over bridges replaced golf cart (no rate increase)
Saturday	12P to 12A	12	On June 15, 2021, service was expanded to Tavernier Town, Mariners Hospital and Good Health Clinic (no rate increase)
Sunday	11A to 8P	9	Effective July 1, 2022, scheduled revised so that one vehicle starts at 7:00 a.m.; services 7 days per week.
		70	

<u>2020</u>														<u>MONTHLY</u>
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	<u>AVERAGE</u>
(service reduction during COVID-19 - no ride sharing - single pickups only June 2020 through May 2021)														
Completed Rides	740	700	927			754	995	1,205	1,388	1,530	1,339	1,507	11,085	1,109
Total Passengers	1,741	1,532	1,921			1,609	1,896	2,217	2,371	2,804	2,419	2,781	21,291	2,129
Monthly Payment	\$ 6,750.00	\$ 6,750.00	\$ 26,440.00	(service suspension-Covid 19)		\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 225,020.00	
Ad Subsidy	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 6,750.00	\$ 6,750.00	\$ 26,440.00			\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 225,020.00	
Cost / Ride	\$ 9.12	\$ 9.64	\$ 28.52			\$ 35.07	\$ 26.57	\$ 21.94	\$ 19.05	\$ 17.28	\$ 19.75	\$ 17.54		\$ 20.45
Cost / Passenger	\$ 3.88	\$ 4.41	\$ 13.76			\$ 16.43	\$ 13.95	\$ 11.93	\$ 11.15	\$ 9.43	\$ 10.93	\$ 9.51		\$ 10.54

2021														MONTHLY
<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE	
(service reduction during COVID-19 - single pickups only thorough May 2021)														
Completed Rides	1,581	1,722	1,834	1,510	1,502	1,478	1,613	1,583	1,671	1,626	1,599	1,799	19,518	1,627
Total Passengers	2,898	3,278	3,574	2,898	2,684	2,848	3,038	2,644	2,764	2,839	2,897	3,014	35,376	2,948
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 317,280.00	
Ad Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 317,280.00	
Cost / Ride	\$ 16.72	\$ 15.35	\$ 14.42	\$ 17.51	\$ 17.60	\$ 17.89	\$ 16.39	\$ 16.70	\$ 15.82	\$ 16.26	\$ 16.54	\$ 14.70		\$ 16.33
Cost / Passenger	\$ 9.12	\$ 8.07	\$ 7.40	\$ 9.12	\$ 9.85	\$ 9.28	\$ 8.70	\$ 10.00	\$ 9.57	\$ 9.31	\$ 9.13	\$ 8.77		\$ 9.03

2022														MONTHLY
<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE	
Completed Rides	1,675	1,661	1,771	1,621	1,699	1,574	2,024	2,184	1,755	1,925	2,091	2,329	22,309	1,859
Total Passengers	2,902	2,945	3,195	2,788	2,998	2,698	3,422	3,341	2,499	3,070	3,268	3,626	36,752	3,063
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 331,994.00	
Ad Subsidy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Monthly Payment	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 26,440.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ 331,994.00	
Cost / Ride	\$ 15.79	\$ 15.92	\$ 14.93	\$ 16.31	\$ 15.56	\$ 18.13	\$ 14.10	\$ 13.07	\$ 16.26	\$ 14.83	\$ 13.65	\$ 12.26		\$ 15.07
Cost / Passenger	\$ 9.11	\$ 8.98	\$ 8.28	\$ 9.48	\$ 8.82	\$ 10.58	\$ 8.34	\$ 8.54	\$ 11.42	\$ 9.30	\$ 8.73	\$ 7.87		\$ 9.12

2023														MONTHLY
<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>TOTAL</u>	AVERAGE	
Completed Rides	2,585	2,684	3,109									8,378	2,793	
Total Passengers	4,106	4,356	5,071									13,533	4,511	
Monthly Payment	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00									\$ 85,626.00		
Ad Subsidy	\$ -	\$ -	\$ -									\$ -		
Monthly Payment	\$ 28,542.00	\$ 28,542.00	\$ 28,542.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,626.00		
Cost / Ride	\$ 11.04	\$ 10.63	\$ 9.18										\$ 10.29	
Cost / Passenger	\$ 6.95	\$ 6.55	\$ 5.63										\$ 6.38	



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: June 8, 2023
SUBJECT: FY 2023-2024 Budget Calendar - TAB 2

Background:

Attachment 1 is a preliminary property valuation letter from the Monroe County Property Appraiser for the Village for 2023. This letter basically kicks off the budget preparation and TRIM (Truth In Millage) process for the coming fiscal year (FY 2023-2024).

The letter shows that the gross taxable value for the Village is \$5,700,529,968 (approximately \$5.7 Billion). The gross taxable value per the June 1, 2022, letter for the Village was \$4,750,251,002 (approximately \$4.75 Billion). Therefore, the Village's property valuation has preliminarily increased almost \$1 Billion or 20%.

By July 1, 2023, the Property Appraiser's Office will release the 2023 DR-420 form. This form provides the property valuations that the Village will use throughout the FY 2023-2024 budget process.

Last year, the Village's gross taxable value increased about 7% to \$5,083,792,238 on the July 1, 2022, DR-420, from the valuation provided on the June 1, 2022, letter. In the prior year, the valuation from the June 1, 2021, letter to the July 1, 2021, DR-420 increased 3%. It is possible, therefore, that the July 1, 2023, valuation for budget purposes will increase above the current \$5.7 Billion in valuation on the June 1, 2023, letter.

Attachment 2 contains FY 2023-2024 Budget Calendar information for Council consideration and ultimate direction at the July 6, 2023, regular Village Council meeting. Per Florida Statutes, the Village is required to hold two budget hearings in September and to meet specific advertising requirements. Additionally, in years past, the Village has held up to three budget workshops in late July to early August. At the July 6, 2023, meeting, Council will be asked to confirm the following:

- Three (3) dates for budget workshops sometime from July 24, 2023, to August 4, 2023, and the preferred start time.
- A tentative millage rate for publication on the TRIM notices that will be distributed to property owners in August.
- A date for the first/tentative FY 2023-2024 budget hearing.
- A date for the second/final FY 2023-2024 budget hearing.

The budget hearings must start after 5:00 p.m. and cannot be held on the same date as the budget hearings for the School Board or the County Commission. The hearings may be held

on a Saturday if Council prefers.

Council is asked to consider this information and check their calendars in preparation for the July 6, 2023, meeting.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

- Attachments:**
1. Att 1_IVOI_June 1 Letter
 2. Att 2_FY23-24 Bgt Calendar_IVOI



Scott P. Russell, CFA
MONROE COUNTY PROPERTY APPRAISER
WWW.MCPAFL.ORG

May 31, 2023

Ted Yates
Islamorada, Village of Islands
86800 Overseas Hwy
Islamorada FL 33036-3162

RE: 2023 ESTIMATED TAXABLE VALUE

Mr. Yates:

Pursuant to Section 200.065 (8) Florida Statutes, this is to advise you of the estimated taxable value of real and personal property within your taxing district in Monroe County. This information is submitted to you for budgetary planning purposes.

The 2023 estimated taxable value for Islamorada, Village of Islands is listed below:

5,700,529,968	Total Estimated Gross Taxable Value
(46,069,500)	Less Taxable New Construction
5,654,460,468	Estimated Adjusted Taxable Value

Please be advised that we are requesting at this time to go into a shortening period for the July 1st certifications. We will need your certification by July 20th, 2023 and not August 4th, which is the 35th day under the Statutory Timetable. This shortening period is necessary for the processing of the Notice of Proposed Property Taxes. This also allows a few extra days for power outages, bad weather, or computer problems. Please return your DR-420 to this office via the eTRIM process by July 20th.

As you are aware, we must receive millage requirements from all taxing authorities before we can provide the final tax roll to the Tax Collector's Office. This is necessary so that the Tax Collector's Office can comply with statutory requirements in the preparation of the tax bills for collection by November 1st. To that end, we seek your assistance and ask that you provide us with your **adopted final millage by September 22nd, 2023** so that we may run the tax roll on September 25th and provide the final data to the Tax Collector's Office by September 29th, 2023.

If you feel that you are unable to comply with the above requests, please notify my office at your earliest convenience at (305) 292-3459.

Cordially,

SCOTT P. RUSSELL, CFA
MONROE COUNTY PROPERTY APPRAISER

Key West
County Courthouse
500 Whitehead St.
(305) 292-3420
(305) 292-3431 (Fax)

Marathon
Marathon Government Center
2798 Overseas Hwy, Ste. 310
(305) 289-2550
(305) 289-2555 (Fax)

Plantation Key
Plantation Government Center
88700 Overseas Hwy.
(305) 852-7130
(305) 852-7131 (Fax)

Islamorada, Village of Islands
FY 2023-2024 Budget Calendar

Monday, July 3, 2023	Property Appraiser's Office distributes DR-420 certifying taxable value for budget process
Tuesday, July 5, 2023	Independence Day (Observed) – Village Administrative Offices closed
Thursday, July 6, 2023	5:30 PM – Regular Village Council Meeting Village Council adopts resolution to ◦ Set a tentative millage rate for publication on 2023 TRIM notices ◦ Select the date, time and location of the FY 2023-2024 First (Tentative) Public Budget Hearing for publication on 2023 TRIM notices Proposed date: Monday, September 11, 2023, 5:30 p.m. or Tuesday, September 12, 2023, 5:30 p.m. ◦ Select the date, time and location of the FY 2023-2024 Second (Final) Public Budget Hearing Proposed date: Monday, September 18, 2023, 5:30 p.m. or Tuesday, September 19, 2023, 5:30 p.m.
Thursday, July 20, 2023	Shortened deadline to submit completed DR-420 to the Monroe County Property Appraiser's Office providing tentative millage rate for inclusion on TRIM notices and date, time and location of the FY 2023-2024 First (Tentative) Budget Hearing (deadline is normally August 4 th each year; however, the Monroe County Property Appraiser's Office has shortened the deadline due to their processing needs.)
Thursday, July 27, 2023	5:30 PM – Regular Village Council Meeting Adopt Preliminary Solid Waste Non-Ad Valorem Assessment Resolution
<u>BUDGET WORKSHOPS – JULY 31, 2023 THROUGH AUGUST 11, 2023</u>	
	5:30 PM – Village Council Workshop #1 Primer on TRIM Process and Local Government Finance; Establish FY 2023-2024 Budget Goals and Priorities; Discuss FY 2023-2024 Personnel Changes, Cost of Living Increases, Merit Raises, Cost of Benefits, Millage Rate Scenarios; Discuss General Fund Budget
	5:30 PM – Village Council Workshop #2 Discuss FY 2022-2023 General Fund, Special Revenue Fund Budgets, Debt Service Fund Budget, Enterprise Fund Budgets and Capital Improvement Plan
	5:30 PM – Village Council Workshop #3 Discuss FY 2022-2023 General Fund, Special Revenue Fund Budgets, Debt Service Fund Budget, Enterprise Fund Budgets and Capital Improvement Plan
Thursday, August 17, 2023	5:30 PM – Regular Village Council Meeting Adopt Final Annual Solid Waste, Stormwater and Wastewater Non-Ad Valorem Assessment Resolutions
Thursday, August 24, 2023	Last day for Monroe County Property Appraiser to mail TRIM notices to property owners
Monday, September 4, 2023	Labor Day – Village Administrative Offices closed
Tuesday, September 5, 2023	5:05 PM – Monroe County School Board – Final Public Budget Hearing
Wednesday, September 6, 2023	5:05 PM – Monroe County Board of County Commissioners – First (Tentative) Public Budget Hearing
Monday, September 11, 2023 or Tuesday, September 12, 2023	5:30 PM – Special Call Village Council Meeting – First (Tentative) Public Budget Hearing Review entire tentative FY 2023-2024 budget and proposed millage rate; Village Council adopts resolution to approve and adopt tentative FY 2023-2024 budget and millage rate
Thursday, September 14, 2023	11:00 AM - Deadline to send budget advertisements to Key West Citizen for next Saturday publication
Saturday, September 16, 2023	Second (Final) Public Budget Hearing advertised in The Key West Citizen newspaper. Final Budget Hearing must be held within two (2) to five (5) days of advertisement
Monday, September 18, 2023 or Tuesday, September 19, 2023	5:30 PM – Special Call Village Council Meeting – Second (Final) Public Budget Hearing Village Council adopts resolution to approve and adopt final FY 2022-2023 millage rate and budget
Wednesday, September 20, 2023	5:05 PM – Monroe County Board of County Commissioners – Second (Final) Public Budget Hearing
Friday, September 22, 2023	Shortened deadline to provide final FY 2023-2024 millage to Property Appraiser's Office

July 2023

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						Jul 1
2	3	4	5	6 5:30 PM - RVC * Adopt Tentative Millage Rate & Bgt Hearing Dates	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 5:30 PM - RVC * Adopt Preliminary Solid Waste Assmt Resolution	28	29
	----- FY 2023 - 2024 BUDGET WORKSHOPS (3 DATES) -----					
30	31					

August 2023

August 2023							September 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		Aug 1	2	3	4	5
----- FY 2023 -2024 BUDGET WORKSHOPS (3 DATES) -----						
6	7	8	9	10	11	12
13	14	15	16	17 5:30 PM - RVC * Adopt Final Assmt Resolutions (Solid Waste, Stormwater, Wastewater)	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					Sep 1	2
3	4 HOLIDAY	5 Monroe County School District Bgt Hearing	6 Monroe County BOCC 1st Bgt Hearing	7 5:30 PM - RVCM	8	9
10	11 5:30 PM - SELECT DATE FOR 1ST BGT HEARING	12	13	14 11:00 AM - KW Citizen Deadline for Saturday Budget Ads	15	16 Budget Ads Appear in KW Citizen
17	18 5:30 PM - SELECT DATE FOR 2ND BGT HEARING	19	20 Monroe County BOCC 2nd Bgt Hearing	21	22	23
24	25	26	27	28 5:30 PM - RVCM	29	30



Council Communication

To: Mayor and Village Council
From:
Date: June 8, 2023
SUBJECT: Discussion of Village Manager's Contract

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: June 8, 2023
SUBJECT: **Approval of Regular Village Council Meeting Minutes for April 11, 2023; April 13, 2023; May 4, 2023; and the May 4, 2023 Planning Code Workshop - TAB 3**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. 04112023_SCVCM Minutes
2. 041232023_RVCM Minutes
3. 05042023_RVCM Minutes
4. 05042023_Planning Workshop Minutes



Islamorada, Village of Islands

SPECIAL CALL VILLAGE COUNCIL MEETING

April 11, 2023 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 03:00 PM

II. PLEDGE OF ALLEGIANCE

Don Horton led the Pledge of Allegiance and Mayor Joseph B. Pinder III said a prayer to begin the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney asked to schedule a workshop/round table discussion about the proposed planning codes for public input.

Village Attorney John Quick noted Tabs 3 and 4 would be moved from Resolutions to Quasi-Judicial Hearings

IV. MAYOR / COUNCIL COMMUNICATIONS

V. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Attorney John Quick indicated he would notify the judge of the intention to pursue the 300 affordable housing allocations as a result of recently passed state legislation.

VI. PUBLIC COMMENT

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

Joe Wischmeier, Van Cadenhead, Sue Miller, Deb Gillis, Ty Harris, and Don Horton provided public comment.

VII. QUASI-JUDICIAL

Village Attorney John Quick summarized the Quasi-judicial process.

- A. Final Plat Approval - Sojourn - **TAB 1** (Jennifer DeBoisbriand , Planning Director)

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE**

**REQUEST BY TY HARRIS, PA ("AGENT") ON BEHALF OF
SOJOURN INC ("OWNER") FOR FINAL PLAT APPROVAL FOR
PROPERTY LOCATED IN SUBDIVISION SANDY BEACH, LOWER
MATECUMBE KEY, ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, HAVING REAL ESTATE NUMBERS 00394480-000100,
AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING
FOR AN EFFECTIVE DATE**

Village Attorney John Quick read the quasi-judicial statement and asked for Council to disclose ex-parte communications.

Ex parte communications disclosure:

Mayor Joseph B. Pinder III spoke with Ty Harris, Village Manager Ted Yates, and Village Attorney John Quick.

Council Member Mark Gregg was notified the item would be on the agenda by Ty Harris.

Vice Mayor Sharon Mahoney had no ex parte communications.

Council Member Henry Rosenthal spoke briefly to Ty Harris.

Council Member Elizabeth Jolin had no ex parte communications.

Planning Director Jennifer DeBoisbriand introduced the request and summarized the Village's position.

Council Member Mark Gregg expressed concern about this item impacting the remaining BPAS allocations.

Village Attorney John Quick noted that two BPAS allocations were set aside for this case and did not otherwise impact remaining allocations.

Village Manager Ted Yates noted part of the workshop was a discussion about changes to BPAS and the potential for administrative relief.

Ty Harris, representing the applicant, provided an overview of the process for platting lots. Mr. Harris noted that the village and the applicant agreed to plat 6 lots and that this plan did not propose six driveways off US-1, but one in and one out.

Speakers In favor:
Deb Gillis

Speakers opposed:
Van Cadenhead

Planning Director Jennifer DeBoisbriand requested the motion include a condition of performance guarantee.

ACTION: Motion to approve item VII.A. by Mark Gregg second
by Elizabeth Jolin;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon
Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

- B. Administrative Variance - Sideyard Setback - 121 Carroll Street - **TAB 2** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF PEDRO GREER JR TO ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM THE MINIMUM REQUIRED TWENTY (20) FEET TO TEN (10) FEET FOR PROPOSED ADDITION TO THE EXISTING PRINCIPAL STRUCTURE, AND ALLOW FOR A REDUCTION IN THE REQUIRED BUFFER YARD FROM TWENTY (20) FEET TO FIFTEEN (15) FEET TO ACCOMMODATE PROPOSED ACCESSORY STRUCTURES. THE PROJECT IS LOCATED AT 121 CARROLL STREET ON UPPER MATECUMBE KEY, WITHIN THE SETTLERS RESIDENTIAL (SR) DISTRICT, REAL ESTATE NUMBER 00096150-000000, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney John Quick read the quasi-judicial statement and asked for Council to disclose ex-parte communications.

Ex parte communications disclosure:

None of the Council Members had ex parte communications.

Planning Director Jennifer DeBoisbriand summarized the Village's position and noted staff recommended approval of the request with conditions.

Council Member Mark Gregg noted his reading of the code suggested a residential property next to a commercial property should not bear the responsibility for installing the buffer zone. He contended that staff should not have required and accepted the application. Development Services Director Daniel J. Gulizio agreed that this request was atypical. His interpretation of the code was that a class 3 buffer was required next to a commercial property. Council Member Elizabeth Jolin expressed concern that during consideration of an item was not the appropriate time to re-examine this section of the code.

Speakers in favor:

Don Horton and Sue Miller

Speakers opposed:

None

Council Member Mark Gregg clarified the motion was to recognize the buffer is not required, that a resolution is not necessary, and the applicant can proceed without the necessity of a buffer and we refund the application fees.

- C. Alcohol Beverage Use Permit - Midway Cafe - **TAB 3** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF MIDWAY CAFE ISLAMORADA, INC. FOR A 2COP

ALCOHOLIC BEVERAGE USE PERMIT TO ALLOW BEER AND WINE ON-PREMISES CONSUMPTION AND PACKAGE, ON PROPERTY LOCATED AT 80499 OVERSEAS HIGHWAY, WITH THE PARCEL IDENTIFICATION NUMBER 00405190-000100 WITHIN THE HC (HIGHWAY COMMERCIAL) ZONING DISTRICT, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Ex parte communications:

None of the Council had any ex parte communications.

Planning Director Jennifer DeBoisbriand summarized the request, noting the criteria are set forth in the code, and all five requirements were met by the applicant. Staff recommended approval of the request.

The applicant had nothing additional to present.

No one spoke in favor or opposition.

ACTION: Motion to approve item VII.C. by Henry Rosenthal second by Sharon Mahoney;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

- D.** Alcohol Beverage Use Permit - Papa Joes - **TAB 4** (Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF PJ ISLAMORADA, LLC FOR A 5COP SRX ALCOHOLIC BEVERAGE USE PERMIT TO ALLOW RESTAURANT SALES, ON PROPERTY LOCATED AT 79786 OVERSEAS HIGHWAY, WITH THE PARCEL IDENTIFICATION NUMBER 00096900-000000 WITHIN THE HC (HIGHWAY COMMERCIAL) ZONING DISTRICT, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Village Attorney John Quick asked Council to disclose any ex parte communications:

Mayor Joseph B. Pinder III with George and Charlie to look at the new building. Council Member Mark Gregg noted he spoke with Don Horton and the applicant at the same time about whether there was already a liquor license for this establishment.

Planning Director Jennifer DeBoisbriand summarized the request and indicated they did previously have a state license but not a local license, which is why the question is before the Council. Staff recommended approval of the request. It was noted a state liquor license can be placed anywhere but the state laws require an

applicant to obtain local approval.

Don Horton, representing the applicant, noted that, as far as they can determine, the location has been selling liquor since the 1920s and licensed since 1938.

Speaker in favor:
Van Cadenhead

Speakers opposed:
None

Council Member Mark Gregg expressed his disapproval of making the applicants go through the process when this location had been licensed previously. He noted that if records were misplaced, it shouldn't be the applicant's responsibility to bring the business into compliance. Mr. Gregg suggested that businesses that were licensed prior to incorporation should not have to reapply.

Discussion ensued, and Mr. Horton respectfully asked for approval of the request so Papa Joe's could move forward through the state licensing process.

While Mr. Gregg's comments were acknowledged and appreciated, it was pointed out that in this case, the state was the triggering factor in requiring local approval and that Papa Joe's would be unable to obtain a liquor license. Village Attorney John Quick noted the need to provide evidence to the state of being previously licensed either by the county or the business owner and that approving this would satisfy the code language as to the liquor license running with the land moving forward.

ACTION:	Motion to approve item VII.D. by Elizabeth Jolin second by Henry Rosenthal; Motion passed with a 4:0
AYES:	Mark Gregg, Elizabeth Jolin, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	Henry Rosenthal

VIII. RESOLUTIONS

- A. 1st Quarter 2023 Market Rate Building Permit Allocation System Awards - **TAB 5** (Daniel J. Gulizio, Director of Development Services)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 1 OF 2023; AND PROVIDING AN EFFECTIVE DATE

Council Member Mark Gregg announced his abstention on this item and left the room.

Mayor Joseph B. Pinder III opened public comment.

Alberto Ruiz spoke.

There being no one else wishing to speak, Mayor Pinder closed public comment.

Discussion ensued on whether there was a moratorium on accepting applications and land dedications. Village Attorney John Quick noted that the Council could enact a moratorium if it wished.

ACTION:	Motion to approve item VIII.A. by Sharon Mahoney second by Elizabeth Jolin; Motion passed with a 4:0
AYES:	Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	Mark Gregg

- B.** 1st Quarter 2023 Affordable Building Permit Allocation System Awards - **TAB 6** (Daniel J. Gulizio, Director of Development Services)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING AFFORDABLE RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 1 OF 2023; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION:	Motion to approve item VIII.B. by Mark Gregg second by Elizabeth Jolin; Motion passed with a 5:0
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

- C.** 1st Quarter 2023 Non-Residential Building Permit Allocation System Awards - **TAB 7** (Daniel J. Gulizio, Director of Development Services)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING NONRESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM (“BPAS”) RANKINGS AND AWARDED NONRESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 1 OF 2023; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment.

There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item VIII.C. by Sharon Mahoney second by Mark Gregg;
Motion passed with a 5:0
AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: None

IX. ORDINANCES

- A.** Ordinance Concerning Appointments for Village Boards, Commissions, and Committees - **TAB 8**
(John Quick, Interim Village Attorney)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION” CREATING A NEW ARTICLE V TO BE ENTITLED “VILLAGE BOARDS, COMMITTEES AND COMMISSIONS”, SECTIONS 2-329 THROUGH 2-335; AMENDING CHAPTER 30 “LAND DEVELOPMENT REGULATIONS”, ARTICLE III “DECISION MAKING AND OTHER ADMINISTRATIVE BODIES”, DIVISION 3 “LOCAL PLANNING AGENCY”, SECTION 30-103 OF THE VILLAGE CODE RELATING TO APPOINTMENT, REMOVAL, TERMS, AND VACANCIES; AMENDING CHAPTER 30 “LAND DEVELOPMENT REGULATIONS”, ARTICLE VII “ENVIRONMENTAL REGULATIONS”, DIVISION 7 “HISTORIC AND ARCHAEOLOGICAL SITES”, SECTION 30-1693 RELATING TO THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

Village Attorney John Quick noted the first reading of the ordinance was passed on March 2, 2023 for a two-year trial period and this was the second reading.

Village Manager Ted Yates said his office would advertise committee application periods on a rolling basis to not overwhelm applicants and the Council. It was decided that prospective Youth Council members were recommended by the Schools and would be exempt from the application and interview process, but would still be appointed by the Council.

Mayor Joseph B. Pinder III opened public comment.

Speakers included Van Cadenhead and Sue Miller.

There being no one else wishing to speak, Mayor Pinder closed public comment.

ACTION:	Motion to approve item IX.A. by Elizabeth Jolin second by Mark Gregg;
	Motion passed with a 5:0
AYES:	Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS:	None
ABSTAIN:	None

Mayor Pinder called for a short break at 5:36pm

X. LAND DEVELOPMENT REGULATION WORKSHOP ITEMS

Mayor Pinder reconvened the meeting at 6:05 p.m.

Village Manager Ted Yates reiterated there would be a summary of items today which would be discussed at length at the next special workshop.

Director of Development Services Daniel J. Gulizio noted the department was recommending changes to various ordinances to bring them into alignment with the comprehensive plan and municipal code.

- A.** Chapter 30, Article VI, Division 11 - Alcoholic Beverage Use Permits - **TAB 9**
- B.** Chapter 30, Article VI, Division 13 - Mobile Food Vendors - **TAB 10**
- C.** Chapter 30, Article II - Definition of Lot Area - **TAB 11**
- D.** Lot Area Variance Code Amendment - **TAB 12**
- E.** Amendment of Multifamily (MF) Zoning District to Include Single-Family Residences as a Permitted Use - **TAB 13**
- F.** Chapter 30, Article V, amending Tourist Commercial (TC) District related to outdoor storage and display - **TAB 14**

- G.** Amendment of Village Code to Modify Chapter 30 (Land Development Regulations) Division 9 related to Outdoor Seating Areas - **TAB 15**
- H.** Amendment to Tourist Commercial (TC) District to Incorporate Boat Dealerships as a Major Conditional Use - **TAB 16**
- I.** Amendment of the Village Code to Standardize Notice Provisions for the Development Review Process - **TAB 17**
- J.** Farmers' Markets, Flea Markets, and Fairs Code Amendment - **TAB 18**
- K.** Chapter 30, Article IV, Division 11 - Building Permit Allocation System (BPAS) - **TAB 19**
Discussion ensued regarding administrative relief and how to manage the remaining BPAS allocations.
- L.** Chapter 30, Article IV, Division 12 - Transfer of Development Rights - **TAB 20**
Director of Development Services Dan Gulizio summarized the current standards for permissible transfer of development rights.

Public comment at 6:55 pm

Speakers included:

Van Cadenhead
Ty Harris
Deb Gillis
Don Horton
Russ Yagel
Joe Wischmeier
Richard Black
Joan Scholz
Sue Miller

XI. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn the meeting at 7:38 p.m.



Islamorada, Village of Islands **REGULAR VILLAGE COUNCIL MEETING**

April 13, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 05:30 PM

II. PLEDGE OF ALLEGIANCE

Phil led the Pledge of Allegiance and Pastor Brian Neal started the meeting with a prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Consent Item B was removed to the next agenda. Director of Development Services Dan Gulizio provided an overview of the proposed resolution regarding floor area ratio standards. Discussion ensued and Council requested more information before considering the request.

Mayor Joseph B. Pinder III added a conversation regarding a storage warehouse on Monte Green's property.

Vice Mayor Sharon Mahoney added a discussion on donated lots and bus shelters.

Council Member Henry Rosenthal added a discussion of the manager's contract.

The Quasi-judicial hearing was moved to be considered before the other action items on the agenda.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

Council Member Henry Rosenthal read a proclamation on the 30th anniversary of the Leadership Monroe program and announced the upcoming Class XXX Graduation on April 29. Leadership Monroe Vice President Adriana Cuomo and Sheriff Rick Ramsay promoted the program.

A. Presentation by Monroe County Sheriff Rick Ramsay

Monroe County Sheriff Rick Ramsay returned funds to the Village. Mayor Joseph B. Pinder III thanked Sheriff Ramsay for the funds and his service to the community.

V. PUBLIC COMMENT

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

Speakers included:
Carlos G of Islamorada Social
Sue Miller
Van Cadenhead
Joe Wischmeier
Deb Gillis

VI. MAYOR / COUNCIL COMMUNICATIONS

Mayor Joseph B. Pinder III called a recess at 8:20 p.m.

The meeting reconvened at 8:38 p.m.

Council Member Henry Rosenthal discussed the Village Manager's contract, and noted the need to schedule Mr. Yates' review.

Council Member Henry Rosenthal noted his preference that the sheriff's funds be set aside for enforcement of the Fills. Finance Director Maria Bassett noted that the sheriff's services were part of the general fund and that the monies were required to be a credit to that expense.

Council Member Mark Gregg suggested bringing some of the non-controversial ordinances to the agenda soon.

Mayor Joseph B. Pinder III initiated the Monte Green discussion. Mayor Pinder noted Mr. Green had been granted a major conditional use and had been advised he needed to apply for a minor conditional use for storage containers he proposed to place on his property.

Director of Development Services Dan Gulizio noted the process requires Mr. Green to complete the application and pay the fees. He noted there was no opposition, it was required by code. Village Manager Ted Yates noted that Mr. Gulizio had spoken with Mr. Green and offered to help him through the process.

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

Village Manager Ted Yates addressed Vice Mayor Sharon Mahoney's question about the bus program that Monroe County is working on. There were no updates, but the current Freebee contract runs from July 2023 to June 2024. Mr. Yates noted there would be an opportunity for substantive discussion.

The charitable contribution policy and application were passed by the Council. The application had recently been published and would remain active for 60 days. Mr. Yates' office had been communicating with past organizations and had a press release in the paper. He had been working on a memorandum for the Committees with details on each committee, members, and roles.

Mr. Yates asked for the Council's thoughts on proposing a moratorium on BPAS. He discussed potential dates for Fills workshop and code amendments - 2 hour Fills workshop on May 16 and proposed a May 4 strategic planning session prior to the Regular Council Meeting.

VIII. CONSENT AGENDA

(All items on the Consent Agenda are considered routine by the Village Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event, the item will be moved to the Main Agenda.)

ACTION: Motion to item VIII. by None second by None;
Motion with a 0:0

AYES: None

NAYS: None

ABSTAIN: None

- A.** Minutes of the Regular Village Council Meeting held March 30, 2023
- **TAB 1** (Marne McGrath, Village Clerk)

Mayor Joseph B. Pinder III opened public comment at 6:34 p.m.
As there was no one wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item VIII.A. by Mark Gregg second by Henry Rosenthal;
Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

- B.** Resolution Approving Work Authorization No. 2 with Cyriacks Environmental Consulting Services ("Cecos") - **TAB 2** (Daniel Gulizio, Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC. FOR A FLOOR AREA RATIO MAPPING PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

This item was removed from the agenda.

IX. QUASI-JUDICIAL

- A.** Continued from March 2nd Meeting -- Administrative Appeal - Transfer of Development Rights - **TAB 3**

(Jennifer DeBoisbriand , Planning Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. PLADA20230036 FILED BY SMITH HAWKS, PL (AGENT) ON BEHALF OF WHAT A GOOD

CATCH LLC (APPELLANT) RELATING TO AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING (DENIAL OF A TRANSFERABLE DEVELOPMENT RIGHT) FOR PROPERTY LOCATED AT 81912 OVERSEAS HWY (REAL ESTATE NUMBER 00399300-00000) AND 82601 OLD HIGHWAY (REAL ESTATE NUMBER 00401260-000000), ON UPPER MATECUMBE KEY, ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

Village Attorney John Quick noted this item was continued from the March 2, 2023 Regular Village Council Meeting and that the previous discussion was entered into the record for this item.

Ex parte communications were disclosed:

Council Member Elizabeth Jolin had none.

Council Member Henry Rosenthal spoke to the applicant a few times.

Mayor Joseph B. Pinder III spoke to Rep. Jim Mooney.

Vice Mayor Sharon Mahoney had none.

Council Member Mark Gregg spoke to Attorney Smith.

Planning Director Jennifer DeBoisbriand briefly summarized the request and noted that her presentation from March 2 had not changed.

Director of Development Services Daniel J. Gulizio provided an overview of the TDR process, noting the ordinance has not yet been considered by Council.

Attorney Bart Smith noted that the applicant removed their request from March 2, 2023 to this meeting in hopes that movement would have occurred to amend the TDR ordinance. He summarized his previous request for the edification of the Council and noted the applicant would return the condition of the receiver site hammock area to the satisfaction of the Village Biologist.

The applicant is currently 11th in the queue for BPAS, and noted the future of development in the Village would be through TDRs. Council Member Elizabeth Jolin asked Director of Development Services Daniel J. Gulizio to summarize how the pulled consent agenda item FAR data set would tie into this request. Mayor Joseph B. Pinder III asked if there was a way to see the footprints of several TDR properties and asked for clarification on how the floor area ratio standards would affect future development.

Vice Mayor Sharon Mahoney asked Attorney Smith how to ensure that the replaced hammock area stays intact in case of a storm. Mr. Smith noted there is a certain survival rate for hammock areas and that they should be monitored for five years. Council Member Mark Gregg noted the conservation easement is a contract between the Village and the property owner and he applauded the applicant's offer to add this enhancement.

Council Member Elizabeth Jolin noted that 80% of our hammock areas have been lost and that they should be preserved. She noted this should be a jumping off point for a conversation on how to preserve our environment.

Deb Gillis spoke in favor.

Sue Miller and Van Cadenhead spoke in opposition.

Vice Mayor Sharon Mahoney noted this is a good example of what is wrong with our code and consistency of regulation. Public comment was closed at 7:15 p.m.

Deliberation of Council:

Council Member Mark Gregg suggested making this an opportunity to guide how the village handles future development and encouraged creation of a template for a TDR ordinance with built-in environmental protections. He noted if this request was in BPAS rather than a TDR there would be no mechanism to protect hammock areas and the environment. He suggested approval of the conditions proffered by the applicant.

Council Member Henry Rosenthal noted the severity of the consequence of not following through should be drastic to encourage compliance. Mr. Smith noted the condition of non-compliance could be foreclosure. Mayor Joseph B. Pinder III noted it was similar to a surety bond to ensure compliance. Council Member Mark Gregg noted during their first term there was a property they considered that was procured through that process.

X. RESOLUTIONS

- A.** Resolution Ratifying FY 2021-2022 Payments to Page Excavating for Wastewater-Related Capital Project and Repair and Maintenance Expenses Incurred - **TAB 4**

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPENDITURES INCURRED FROM PAGE EXCAVATING, INC., IN FY 2021-2022; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Village Manager Ted Yates noted that the next three tabs would be reported on together, but that public comment would be done for each tab. Finance Director Maria Bassett summarized that the three items were housekeeping items. It was noted that Page was the only contractor to fulfill the requirements for a continuing service agreement after the bid process. Ms. Bassett noted the reimbursement was obtained from the U.S. Corps of Engineers and the item was being submitted to Council to ratify last year's expenses for transparency and reimbursement requirements.

Public comment:

Van Cadenhead and Deb Gillis

- B. Resolution Approving a First Amendment to Continuing Services Agreement between the Village and Page Excavating, Inc.- **TAB 5** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENT BETWEEN PAGE EXCAVATING, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE PROFESSIONAL CONTRACTOR SERVICES TO THE WASTEWATER DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Maria Bassett reported that the continuing service agreement was to extend the current services until the completion of the bid process, which would begin in May.

- C. Resolution Approving Work Authorization No. 4 with Page Excavating, Inc. for FY 2022-2023 Services - **TAB 6** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 BETWEEN PAGE EXCAVATING, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO REPLACE CONCRETE RINGS AROUND VACUUM PIT LIDS AND TO PROVIDE OTHER WASTEWATER SUPPORT SERVICES AS NEEDED; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 4; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

Finance Director Maria Bassett noted the work was required to maintain the wastewater system. She indicated that Council approval keeps rates from being raised and that it has been the same since 2019. She further noted the Village was at risk of forfeiting grant funding if the item was not approved.

Village Manager Ted Yates noted this contract extension holds the Village over until a new contractor can be procured through the bid process.

There were no additional speakers for public comment.

- D. Resolution Establishing Auditor Selection Committee - **TAB 7** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF AN AUDITOR SELECTION COMMITTEE; DEFINING THE TERMS AND COMPOSITION; DEFINING THE MEETINGS AND DISQUALIFICATION; DEFINING THE STAFF

**PARTICIPATION; DEFINING THE GOALS AND OBJECTIVES;
DEFINING THE DUTIES AND RESPONSIBILITIES; DEFINING
THE SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE
DATE**

Finance Director Maria Bassett noted that the Council asked to go out to bid for a new audit firm, and there are statutory guidelines that must be followed. She summarized the composition of the Auditor Selection Committee could be one council member and two citizen members who do not need to be residents but should have the appropriate qualifications. Ms. Bassett asked for a determination of who would be the council member of the selection committee.

Council Member Henry Rosenthal didn't think any of them have the background, but it was statutorily required. Finance Director Bassett noted their experience on Council leaves them all in a favorable position to serve.

After further discussion, Council Member Elizabeth Jolin was nominated to serve and she accepted the appointment.

There was no public comment.

XI. ADJOURNMENT

The meeting was adjourned at 9:24 p.m.



Islamorada, Village of Islands **REGULAR VILLAGE COUNCIL MEETING**

May 4, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 5:30 p.m.

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III

ABSENT:

II. PLEDGE OF ALLEGIANCE

MCSO Captain Derek Paul led the Pledge of Allegiance and Mayor Pinder led a prayer to begin the meeting.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney added discussions on the Fills and Committees.

Council Member Henry Rosenthal added discussion on the Palms concerning the difficulty of seeing oncoming traffic when vehicles are parked on the right of way.

Council Member Mark Gregg confirmed his discussion item for Coast Guard Property had been added as Mayor/Council Communications as Item D.

Mayor Joseph B. Pinder III noted Council Member Rosenthal's item would be heard after Council Member Mark Gregg's and added as Item E under Mayor/Council Communications.

A Parks and Recreation Citizens Advisory Committee Report by Chair Carolyn Wightman was added as a presentation.

IV. PUBLIC COMMENT

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

Mayor Joseph B. Pinder III opened public comment at 5:57 p.m.

Speakers included
Carlos G of Islamorada Social

Joe Wischmeier
Ken Schreiber

There being no one else wishing to speak, Mayor Pinder closed public comment.

V. MAYOR / COUNCIL COMMUNICATIONS

Florida Keys Aqueduct Authority Director Greg Veliz provided a construction update on the water pipe replacement project.

**A. ADDED DURING MEETING - Vice Mayor Sharon Mahoney -
Discussion on recently approved Page Excavating invoices**

Vice Mayor Sharon Mahoney initiated a discussion on recently approved Page wastewater invoices, expressing her concerns that her questions had not been answered to her satisfaction. Village Manager Ted Yates indicated he would look into the charges submitted and research how the situation occurred.

**B. Mayor Pinder - Discussion regarding Moving Wastewater Operations to
FKAA**

Mayor Joseph B. Pinder III initiated a discussion on potentially moving our wastewater operations to FKAA. Council asked for more information.

C. Council Member Jolin - Discussion regarding Manager's Evaluation
Council Member Elizabeth Jolin requested a discussion with the Council and clarification on how to move forward with the Village Manager's evaluation.

D. Council Member Jolin - Discussion regarding Council Training Session
Council Member Elizabeth Jolin suggested an in-person training and overview of Village processes and procedures would benefit all of the Council.

E. Council Member Gregg - Affordable Housing/Coast Guard Property
Council Member Mark Gregg asked Council to consider the possibility of the Village purchasing the old Coast Guard property behind Treasure Montessori and suggested it could be used for affordable housing.

**F. ADDED DURING MEETING - Council Member Henry Rosenthal -
Discussion on Palms and vehicles parking on the right of way**
Council Member Henry Rosenthal noted that residents of the Palms had reached out expressing concern that vehicles parking on the right of way south of the property were diminishing the ability to see oncoming traffic when exiting onto US 1. He requested consensus from Council to initiate a conversation with FDOT to place no parking signage in the area.

Village Manager Ted Yates noted he would follow up with FDOT to facilitate the request.

**G. ADDED DURING MEETING - Vice Mayor Sharon Mahoney -
Discussion of Fills workshop**

Vice Mayor Sharon Mahoney promoted the upcoming May 16 Fills workshop, asking residents to participate.

**H. ADDED DURING MEETING - Vice Mayor Sharon Mahoney -
Discussion on Committees**

Vice Mayor Sharon Mahoney encouraged current committee members to reapply. She noted the application process was not intended to disrespect those serving but to open opportunities to all residents.

It was announced that prospective applicants could submit their application and supplemental materials through the Human Resources page of the website.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Composition of Committee to evaluate Solid Waste Services Proposals
Village Manager Ted Yates asked Council to decide who would be interested in serving on the Solid Waste Proposals Evaluation Committee. He noted that DPW Director A.J. Engelmeyer and Assistant Fire Chief Jason Lyman were amenable to participating.

Mr. Yates noted the process involves entering a numeric score based on their evaluation of the criteria in the RFP. He noted that four vendors attended the mandatory pre-bid meeting and that staff had responded to nearly two hundred questions from vendors.

Village Attorney John Quick noted a Cone of Silence had been imposed and would remain in place until the contract is approved by the Council.

- B.** Committee Change Update
Village Manager Ted Yates noted the update would be reported at a later date.

VII. RESOLUTIONS

- A.** Resolution Approving Recommendation and Project Agreement for the Design and Installation of an Inclusive Playground at Library Beach Park - **TAB 1**

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-04 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR AN INCLUSIVE PLAYGROUND AT LIBRARY BEACH; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment at 8:38 p.m.

Deb Gillis spoke on the item.

There being no one else wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item VII.A. by Elizabeth Jolin second by Mark Gregg;
Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: None

- B.** Resolution Approving Work Authorization No. 4 with CPH for Construction Engineering and Inspection of Green Turtle Hammock Preserve Improvements - **TAB 2**

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 4 WITH CPH LLC FOR GREEN TURTLE HAMMOCK PRESERVE IMPROVEMENTS CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING AND INSPECTION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment at 8:53 p.m.

There was no one wishing to speak, and Mayor Pinder closed public comment.

ACTION: Motion to approve item VII.B. by Elizabeth Jolin second by Mark Gregg;
Motion passed with a 5:0
AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: None

- C.** Resolution Approving Cooperative Professional Services Agreement with All Aspects Inspection Services, LLC, for Building Support Services - **TAB 3**

(Sheila Denoncourt, Chief Building Official)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE CITY OF KEY WEST RFP NO. 001-21 BID PROCESS; APPROVING AN 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; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE

**TERMS AND CONDITIONS OF THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXPEND
BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN
EFFECTIVE DATE**

Mayor Joseph B. Pinder III opened public comment at 8:55 p.m.

There being no one wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item VII.C. by Mark Gregg second by Sharon Mahoney;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

D. Resolution Approving Agreement for Fire Apparatus Maintenance and Repair Services with Florida Keys EVR, LLC - TAB 4

(Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE MAINTENANCE AND REPAIR SERVICES TO THE FIRE RESCUE DEPARTMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment at 8:57 p.m.

There being no one wishing to speak, he closed public comment.

ACTION: Motion to approve item VII.D. by Mark Gregg second by Henry Rosenthal;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

E. Resolution Approving Final Ranking and Recommendation of the RFP 23-06 Evaluation Committee for Selection of a Contractor for the Resurfacing of the Founders Park Tennis Courts - TAB 5

(Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 23-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE FOUNDERS PARK TENNIS COURTS RESURFACING PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment at 9:01 p.m.

There being no one wishing to speak, Mayor Pinder closed public comment.

VIII. ADJOURNMENT

The meeting was adjourned at 9:02 p.m.



Islamorada, Village of Islands **VILLAGE COUNCIL WORKSHOP**

May 4, 2023 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Joseph B. Pinder III called the meeting to order at 03:06 PM

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin,
Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney,
Mayor Joseph B. Pinder III,

ABSENT:

II. PLEDGE OF ALLEGIANCE

Chief Terry Abel led the Pledge of Allegiance.

III. PLANNING CODE WORKSHOP

Village Manager Ted Yates summarized the format of today's workshop, noting that Planning Director Jennifer DeBoisbriand would introduce a community input process. He indicated this meeting was intended to be a discussion and an opportunity for engagement for the public.

Council members noted their items of interest included BPAS, lot dedications, TDRs, workforce housing, strategic planning, community engagement, FKAA water pipe replacement, and updating our Comp Plan and Village Code. Discussions ensued about ways to accomplish these conversations.

IV. PUBLIC COMMENT

Public comment provided by:

Tom Raffanella
Joe Wischmeier
Don Horton
Deb Gillis
George Perez
Carla Vaughn

V. ADJOURNMENT

Council Member Henry Rosenthal moved to adjourn at 5:03 p.m.



Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: June 8, 2023
SUBJECT: **Resolution changing the name of the Achievable Housing Citizens' Advisory Committee to the Workforce/Affordable Housing Citizens' Advisory Committee - TAB 4**

Background:

At the May 18, 2023 Special Call Council Meeting, the Chair of the Achievable Housing Citizens' Advisory Committee advised that the members of the Committee wished to rename it the Workforce/Affordable Housing Citizens' Advisory Committee. The Village Council expressed a desire to rename the Committee. As a result, the Village Council instructed that a resolution be created to effectuate the name change.

Analysis:

The proposed resolution would rename the Committee while also updating the Committee member appointment provisions to be in line with the recently enacted Code change on committee appointments.

Budget Impact:

None.

Staff Impact:

None.

Recommendation:

Attachments: 1. 46K0327-Resolution changing name of Achievable Housing Committee to Workforce Affordable Housing Committee

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AMENDING RESOLUTION NO. 12-01-06 PERTAINING TO THE ACHIEVABLE HOUSING CITIZENS' ADVISORY COMMITTEE; CHANGING THE TITLE OF THE COMMITTEE TO THE WORKFORCE/AFFORDABLE HOUSING CITIZENS' ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 27, 2004, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 04-05-28, thereby establishing the Workforce/Affordable Housing Citizens' Advisory Committee (currently known as the Achievable Housing Citizens' Advisory Committee) (the "Advisory Committee") to identify and protect the existing workforce and affordable housing supply within Islamorada, Village of Islands (the "Village"); and

WHEREAS, the Village Council has made subsequent amendments to Resolution No. 04-05-28; and

WHEREAS, the Village Council approved Resolution No. 12-01-06 which provides for an annual review of the Advisory Committee; and

WHEREAS, the Village Council approved by Resolution No. 15-04-25 which established the current name of the Advisory Committee; and

WHEREAS, the Advisory Committee expressed a desire the Village Council to change the name of the Advisory Committee to be the Workforce/Affordable Housing Citizens' Advisory Committee; and

WHEREAS, the Village Council desires to amend Resolution No. 12-01-06 change the title of the Advisory Committee to the Workforce/Affordable Housing Citizens' Advisory Committee in order to positively associate and encompass the goals and purposes of workforce and affordable housing; and

WHEREAS, the Village Council finds the approval of this amendment to be in the best interest of the Village and its residents.

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 are incorporated herein by this reference.

Section 2. Amendment to Resolution. The Village Council hereby amends Resolution No. 12-01-to read as follows¹:

Section 2. **Establishment of Citizens' Advisory Committee.** The Village Council established the Workforce/Affordable Housing Citizens' Advisory Committee (the "Advisory Committee") on May 27, 2004.

~~Section 3. Amending Name of Citizens' Advisory Committee. The Village Council hereby changes the title of the Advisory Committee to the Achievable Housing Citizens' Advisory Committee.~~

~~Section 4~~Section 3. **Terms and Composition of Citizen Advisory Committee.** The Advisory Committee shall be comprised of ten (10) members. All members shall be residents of Islamorada, Village of Islands. Members of this Advisory Committee may serve on other committees. Appointments to the Advisory Committee shall take place in accordance with Sections 2-329 through 2-335 of the Village Code.~~Each Council Member shall appoint two (2) persons to the Advisory Committee at the second Regular Village Council meeting in May of each year, and the term of the committee members shall continue until the second Regular Village Council meeting of May of the following year. In the event that the second Regular Village Council meeting in May is cancelled, appointments shall be made at the next Regular Village Council meeting.~~

¹ Additions to existing text are shown by underline; deletions are shown by ~~strike through~~.

~~The appointing Village Council Member may replace a committee member with or without cause at any Regular Village Council meeting and the replacement shall serve the remainder of the original term.~~

Section 54. **Meetings and Disqualification of Members.** Should any member miss three (3) consecutive meetings without justification, whether regular meetings or special meetings, that person shall be disqualified as a member of the Advisory Committee; and the Village Council Member who appointed the committee member shall immediately appoint a successor for the balance of the unexpired term of the vacant seat.

Section 65. **Meetings.** The Advisory Committee shall hold regular meetings on a quarterly basis, or as frequently as the members deem necessary to implement their goals. Meetings shall be at the call of the chairperson. All meetings shall be open to the public, and notice of such meetings shall be given as required for the meetings of the Village Council. A majority of the currently appointed members of the Advisory Committee shall constitute a quorum. Provided there is a quorum present, a majority of those present and voting shall be required to adopt any motion or take any action. On at least an annual basis, the Advisory Committee shall prepare a report containing its activities and recommendations to the Village Council through that period.

Section 76. **Staff Participation.** At all the meetings of the Advisory Committee, at least one Village staff member will be present as a liaison to provide information and input and to record minutes of the meetings.

Section 87. **Goals and Objectives.**

1. To provide a public forum in which to research, analyze and discuss ideas and strategies regarding the inventory and identification of existing workforce and affordable housing.

2. To provide input to the Village staff and Council in identifying incentive sources for encouraging protection of the Village's workforce and affordable housing supply.

3. To make recommendations to the Village Council regarding the preservation and enhancement of the Village's workforce and affordable housing supply.

4. To assist Village staff in making recommendations for expenditures associated with preserving this supply.

Section 98. Duties and Responsibilities.

1. Appoint a chairperson at the first meeting held after June 1 of each year. Other officers may be elected as determined by the Advisory Committee.

2. Hold and keep minutes of all meetings that are open to the public, and provide information to interested parties, as necessary, during these meetings.

3. Create an inventory of workforce and affordable housing in Islamorada.

4. Create an incentive program for owners to encourage protection of these units as part of the Village's workforce and affordable housing supply.

5. Provide input, recommendations and assistance to Village staff in regard to the Village's existing workforce and affordable housing supply.

Section 109. Annual Review by Village Council. At the second Regular Village Council meeting in April of each year, the Village Council shall review the activities of the Advisory Committee and provide direction whether the Advisory Committee shall sunset, be changed to ad hoc status or continue as established. In the event that the second Regular Village Council meeting in April is cancelled, the review and direction shall occur at the next Regular Village Council meeting.

[Remainder of this page intentionally left blank.]

Section 3. Effective Date.

This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilmember Mark Gregg _____

Councilmember Elizabeth Jolin _____

Councilmember Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF JUNE, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, INTERIM VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2023.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: June 8, 2023
SUBJECT: **Resolution Approving the First Amendment to Work Authorization No. 9 with WSP for Water Quality Monitoring and Construction Administration and Oversight of the Canal 114 Restoration Project - TAB 5**

Background:

In April 2023 Islamorada, Village of Islands (the "Village"), completed the construction of a gravity flow injection well within Canal 114 on North Plantation Key. This was completed as part of the Village's ongoing restoration work for water quality improvements within canals and nearshore waters. The injection well will increase flushing by allowing the incoming tide to move through the canal and infiltrate into the subsurface through gravity flow. The implementation of this technology is the first of its kind for the canal restoration program and is a significant demonstration project to determine the effectiveness of this technology to be implemented in other canals that have no other means of circulation. To evaluate the effectiveness of this new type of canal restoration technology, a detailed monitoring of canal dissolved oxygen levels pre and post construction of the injection well has been undertaken. The results will provide the Village with guidance and allow for reliable conclusions about the effectiveness of the injection wells and their potential implementation at other poor water quality canals throughout the Village and County.

Pursuant to RFQ# 20-03, on August 14, 2020, the Village and WSP USA Environment & Infrastructure, Inc. ("WSP"), formerly "Wood", entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. Under the CSA, Work Authorization No. 9 dated September 21, 2022, was issued, under which WSP assists the Village with construction administration and oversight ("CAO"), data collection and assessment and technical reports presenting the monitoring results of the Canal 114 restoration project for a not-to-exceed amount of \$66,106.60. To date, WSP has completed the pre-construction monitoring and construction oversight of the gravity flow injection well that was installed and opened in April 2023.

Analysis:

Since the injection well technology is a pilot project, the installation and opening of the well required extensive testing and reporting to the agencies to ensure proper guidelines were met prior to operation. The original work authorization assumed two months of pre-construction monitoring, however due to the delays with agency approval and continued requests from permitting and funding agencies, it was necessary for WSP to obtain four months of data prior to operation. These data will be necessary for WSP's post construction monitoring analysis to evaluate overall performance of the well at improving the water quality. Further, the Village received two grants to fund project cost since the execution of the Work Authorization that

require additional analysis and reporting. To provide the additional water quality monitoring, analysis, and report writing services this project now requires, WSP is requesting an additional fee of \$15,000.00 to complete these tasks. This would increase the fee for Work Authorization No. 9 to \$81,106.60.

The Village was awarded Grant Number 02D03121 with the US Environmental Protection Agency (“EPA”) for the Gravity Flow Injection Well Pilot Project Pre-and Post Construction Water Quality Monitoring and Construction Management in the amount of \$82,452.00. This grant funding would cover the full costs of this expenditure with WSP including the additional services under this amendment.

The attached Resolution would amend the Scope of Services of Work Authorization No. 9 to reflect the additional cost. The revised Scope of Services attached hereto as Exhibit 2 outlines the tasks to be completed under the work plan. These include: weekly samples thereafter for the first month, biweekly samples thereafter for two months, monthly samples thereafter for six months, and any required data analyses and report writing. It also reflects WSP’s revised not-to-exceed cost of \$81,106.60 for the services.

Budget Impact:

The expenditure is accounted for in the Professional Services account of the Village Manager Department in the General Fund. Sufficient funds were included in the FY 2022-2023 budget to cover monitoring and CAO costs and additional canal-related consulting services by WSP. Reimbursement of the full project cost of Work Authorization No. 9 with WSP including this First Amendment will be submitted to the EPA for reimbursement under grant number 02D03121.

Staff Impact:

The Village’s Environmental Resources Manager would continue to work with WSP staff and field technicians and affected property owners and to oversee the canal restoration-related project and manage the agreement with WSP. The Village’s Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council approve and adopt the attached resolution, thereby authorizing Amendment No. 1 to Work Authorization No. 9 with WSP for services and approving the related expenditure.

- Attachments:**
1. Resolution_WSP_Amend 1 to WA#9_052523 RVCM
 2. Ex. 1_Amend 1 to WA9_WSP
 3. Ex. 2_WSP Proposal Canal #114 - 2022-08-01 Amended 2023-05-05

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 9 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR WATER QUALITY MONITORING AND CONSTRUCTION ADMINISTRATION AND OVERSIGHT OF THE CANAL 114 RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT TO THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is seeking to complete the Canal 114 gravity flow injection well restoration project; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WSP USA Environment & Infrastructure, Inc. ("WSP") for professional engineering and architectural support services; and

WHEREAS, pursuant to the CSA, a Project Agreement (Work Authorization No. 9) was issued by the Village on September 21, 2022, for water quality monitoring and construction administration and inspection of the Canal 114 project, in a not-to-exceed amount of Sixty-six Thousand One Hundred Six Dollars and Sixty Cents (\$66,106.60); and

WHEREAS, the Village is in need of additional monitoring and technical report writing assistance to evaluate project performance and to fulfill grant requirements; and

WHEREAS, WSP has proposed to perform these services as outlined in the Scope of Services within Exhibit "2" for an additional Fifteen Thousand Dollars (\$15,000.00), which would increase the not-to-exceed amount of the Agreement to Eighty-one Thousand One Hundred Six Dollars and sixty Cents (\$81,106.60); and

WHEREAS, expenditures incurred for these services are to be submitted to the U.S. Environmental Protection Agency for reimbursement under grant number 02D031; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that a First Amendment to the Project Agreement/Work Authorization No. 9 with WSP (Exhibit "1") to increase the not-to-exceed fee is in the best interests of the Village and its residents; and

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 Amendment Number 1 to Work Authorization No. 9 with WSP for completion of the Canal #114 Gravity Flow Injection Well Project, as set forth in Exhibit "1" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement perfect the terms and conditions of the Amendment to 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 amended Work Authorization.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption. Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

**FIRST AMENDMENT TO
PROJECT AGREEMENT
Between
ISLAMORADA, VILLAGE OF ISLANDS
And
WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.
For
Work Authorization No. 9**

This First Amendment to Work Authorization No. 9 under a Continuing Services Agreement (the "First Amendment") is made and entered into this _____ day of _____, 2023, between Islamorada, Village of Islands ("VILLAGE") and WSP Environment & Infrastructure, Inc. ("CONSULTANT").

WHEREAS, the VILLAGE and CONSULTANT entered into a Continuing Services Agreement ("CSA") for professional services for various engineering and Islamorada canal restoration projects dated August 14, 2020 for a term of five (5) years through August 14, 2025; and

WHEREAS, the VILLAGE and CONSULTANT entered into a Project Agreement (Work Authorization No. 9 under the CSA) for water quality monitoring and construction administration and oversight of the Canal 114 restoration project dated September 21, 2022, with a not-to-exceed amount of Sixty-six Thousand One Hundred Six Dollars and Sixty Cents (\$66,106.60) and a termination date of December 31, 2023; and

WHEREAS, the VILLAGE needs additional services from the CONSULTANT to complete the Canal 114 restoration project; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this First Amendment to increase the not-to-exceed cost of Work Authorization No. 9 by Fifteen Thousand Dollars (\$15,000.00) to a total of Eighty-one Thousand One Hundred Six Dollars and sixty Cents (\$81,106.60); and

WHEREAS, expenditures incurred for these sediment removal services are to be submitted to the U.S. Environmental Protection Agency for reimbursement through grant number 02D031.

NOW THEREFORE, in consideration of mutual promises, covenants and contracts stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, VILLAGE and CONSULTANT hereby agree as follows:

Section 1. Scope of Services

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Scope of Services" attached as Exhibit "2."

1.2 The revised "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

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 August 14, 2020, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

Section 2. Amendment to Project Agreement. The Project Agreement is amended to read as follows:

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lum Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed ~~Sixty-six Thousand One Hundred Six Dollars and Sixty Cents (\$66,106.60)~~ Eighty-one Thousand One Hundred Six Dollars and sixty Cents (\$81,106.60) as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation ~~in the amount stated above~~ no more than in the amount stated above. Said sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

Section 3. No Further Modifications. All other terms and conditions of the existing Project Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Marne McGrath, Village Clerk

By:_____
Ted Yates, Village Manager

Date:_____

Approved as to Form and Legality
for the Use and Benefit of Islamorada,
Village of Islands only

John Quick, Village Attorney

**WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC.**

By:_____

Date:_____



Exhibit 2

5015 S. Florida Avenue, Ste 301
Lakeland, Florida 33813

wsp.com

August 1, 2022, Amended May 5, 2023

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

Re: Proposal for Professional Engineering Services
Canal #114 Gravity Flow Injection Well Pre and Post Construction Water Quality Monitoring,
Construction Administration, and Oversight
Wood Project No.: 600737Con

Dear Mr. Frezza:

WSP is requesting an amendment under work authorization No. 9 for post-construction monitoring in Canal #114 Plantation Key. WSP has completed the pre-construction monitoring and construction oversight of the gravity flow injection well that was installed and opened in April 2023.

Since this technology was a pilot project, the installation and opening of the well required extensive testing and reporting to the agencies to ensure proper guidelines were met prior to operation. The original work authorization assumed two months of pre-construction monitoring however due to the delays with agency approval we obtained four months of data prior to operation. Even though we obtained more data than assumed, it will be useful during our post construction monitoring analysis to evaluate overall performance of the well at improving the water quality.

Further, the Village received two grants since the execution of the work authorization that will require additional analysis and reporting.

The following sections describe the proposed scope of services, the baseline schedule for our deliverables, and proposed fees for the amendment.

Scope of Services

Task 1 : Data Collection and Assessment

This task consists of field data collection to determine the effectiveness of the Canal #114 gravity injection well project at improving water quality. Water quality measurements will be collected from Canal #113 (Control) and Canal #114 using a YSI Pro Plus multimeter. The water quality measurements will consist of DO, temperature, pH, and conductivity. Water quality readings will be collected as a single grab sample. The Global Positioning System (GPS) location (i.e., latitude and longitude) of each sample location will be recorded, along with the date and time of sample collection.

The grab samples for Canal #114 will be collected at the following locations:

- 5 feet in front of intake;
- 100 feet from intake;
- 500 feet from intake (near throat); and
- At the mouth of the canal (1200 feet).

The grab samples for Canal 113 (Control) will be collected at the following locations:

- 300 feet from the back; and
- 600 feet from the back.

The DO measurements for each canal will consist of the average of three readings, one collected 1 foot below the water surface, one collected at mid-depth, and one collected 2 feet above the canal bottom. The DO measurements will be recorded as percent saturation and DO concentration in mg/L. The average DO reading will be corrected for time of day to estimate the daily average DO concentration using the regression equation that was developed by WSP for the 2017 Canal Management Master Plan sampling effort.

The water quality samples will be taken 3 hours prior to high tide and based on the following schedule:

- Weekly samples prior to the beginning of operation (assume two months); - **Completed, actual four months**
- Daily samples three consecutive days prior to operation; - **Completed**
- Daily samples three consecutive days after; - **Completed**
- Weekly samples thereafter for the first month;
- Bi-weekly samples thereafter for two months; and
- Monthly samples thereafter for six months.

The samples included in the study will be accessed by kayak and personnel will follow safety measures according to WSP's Health and Safety Plan. Water quality measurements of pH, conductivity, temperature, and DO will be taken in accordance with FDEP SOPs FT1100, FT1200, FT1400, and FT1500, respectively.

WSP will compile and analyse the data to determine the effectiveness of the well in improving water quality. WSP will provide the Village with a technical memorandum in PDF format submitted electronically presenting the results.

Task 2 : Construction Administration and Oversight

WSP provided construction engineering and environmental site inspections and construction administration services for the project.

Estimated Budget

This proposal is valid for 30 days. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Environment & Infrastructure, Inc. (WSP), dated September 14, 2018, are incorporated by reference.

We propose to increase the approved not to exceed budget of **\$66,106.60** by \$15,000 to **\$81,106.60**. Below is the breakdown of cost per task:

TASK	DESCRIPTION	FEE
Task 1	Data Collection and Assessment	\$43,531.80 (increase to \$58,531.80)
Task 2	Construction Administration and Oversight	\$22,574.80
Total		\$66,106.60 (increase to \$81,106.60)

Closing

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

WSP USA Environment & Infrastructure, Inc.



Greg Corning
Assistant Vice President, Civil Engineer
FL Civil Design Team Lead
1 (314) 920-8359
Greg.Corning@wsp.com



Crissy Mehle
Vice President, FL Water Environmental Local
Business Leader
1 (470) 991-3771
Christine.Mehle@wsp.com



Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: June 8, 2023
SUBJECT: **Resolution Approving Revocable License Agreement with Beefree, LLC, d/b/a Freebee, for Charging Stations - TAB 6**

Background:

Freebee provides ridesharing transportation service to residents and tourists of Islamorada via three environmentally friendly electric vehicles pursuant to an agreement (the "Agreement") originally approved by Village Council on November 29, 2018 and approved thereafter through Agreements with several improvements to the services. The Freebee service provides another mode of transportation and can reduce the number of trips on the road, the number of cars parked at local attractions and drinking and driving.

The annual Agreements with Freebee always provided for the Village to offer a location for charging of the electric vehicles. This provision has not been invoked because Freebee was able to partner with a local business to provide the charging station at a convenient location. When that location started experiencing electrical issues in April 2021, Freebee approached the Village for assistance with the charging location originally anticipated in the Agreement. Village staff and Freebee evaluated potential sites and identified the area between the South Plantation Key Vacuum Pump Station adjacent to Village Hall as an ideal site that would meet Freebees needs, was highly visible from US 1 and was directly adjacent to an existing electric transformer. Village staff and Freebee coordinated with the Florida Keys Electrical Cooperative ("FKEC") to provide the new service necessary and Freebee completed the following with some assistance from the Village:

- Designed, permitted and constructed a rocked, edged, formal parking area for four spaces.
- Installed three electric charging stations to coincide with three of the four parking spaces.
- Agreed that when not in use by Freebee, make the charging stations available to the Village should the Village put electric fleet vehicles into service.
- Stubbed conduit out to the fourth parking space, which could be separately metered, in case a fourth charger is ever desired for use by Freebee or the Village for its municipal or public use.
- Installed a bollard to protect the pump station.

In July 2021, the Village and Freebee entered into a Revocable License Agreement for Freebee's use of the site.

Analysis:

The Revocable License Agreement would allow Freebee to continue to use the charging station site for its vehicles.

Budget Impact:

There is no budget impact to the Village. The electrical usage is paid by Freebee.

Staff Impact:

There is no staff impact.

Recommendation:

It is recommended that the Village Council approve the proposed resolution thereby approving the Revocable License Agreement with Beefree, LLC, d/b/a Freebee for use of the charging station site.

- Attachments:**
1. 2-Reso-Freebee-License_Agrmt_2023
 2. 3-REVOCABLE LICENSE AGREEMENT final

RESOLUTION NO. 23-__-__

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BEEFREE, LLC., d/b/a FREEBEE RELATED TO ELECTRIC VEHICLE CHARGING STATIONS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has retained the services of BEEFREE, LLC., d/b/a Freebee ("Freebee") through the Agreement to provide no-fare local transportation utilizing electric vehicles; and

WHEREAS, the Agreement with Freebee provides that the Village shall be responsible for installation of fast chargers for the electric vehicles; and

WHEREAS, from the inception of the ridesharing program in 2018, Freebee, at its discretion, installed its vehicle chargers at businesses on Upper Matecumbe Key through separate arrangements made with those businesses and informed the Village that Freebee did not require the Village to provide a location for the installation of vehicle chargers; and

WHEREAS, in May 2021, Freebee informed the Village that the primary charging location they had utilized was no longer available for Freebee vehicle charging and requested that the Village provide a municipal location to install and utilize vehicle charging equipment; and

WHEREAS, the Village entered into a Revocable License Agreement with Freebee in July 2021 to authorize use of Village property through the term of the service agreement with Freebee; and

WHEREAS, the Village wished to enter into a Revocable License Agreement with Freebee for an additional two (2) year term; and

WHEREAS, the charging station site is an area in front of the South Plantation Key wastewater pump station adjacent to the Islamorada Administrative Center and Public Safety Headquarters at 86800 Overseas Highway as shown in a parcel map and a site map provided at Exhibit "A" of the Revocable License Agreement; and

WHEREAS, Freebee is responsible for all costs associated with the electrical costs and maintenance of the vehicle chargers; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to approve the Revocable License Agreement between Freebee and the Village and finds that approval thereof is in the best interest of the Village and its residents.

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 the Revocable License Agreement between BEEFREE, LLC d/b/a Freebee and the Village, a copy of which is attached as Exhibit "1," 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 Revocable License Agreement.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Revocable License Agreement on behalf of the Village, to execute any required agreements

and/or documents to implement the terms and conditions of the Revocable License Agreement and to execute any extensions and/or amendments to the Revocable License Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement made and entered into this ____ day of _____, 2023 by and between ISLAMORADA, VILLAGE OF ISLANDS, a political subdivision of the state of Florida, hereinafter referred to as the "VILLAGE," and BEEFREE, LLC d/b/a/ Freebee, hereinafter referred to as "LICENSEE."

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES:

VILLAGE hereby grants LICENSEE the non-exclusive right, license and privilege of using that portion of the property owned by the VILLAGE as described on Exhibit "A" ("Licensed Premises"), attached hereto and made a part hereof.

2. TERM:

This Revocable License Agreement effective on July __, 2023, and terminates on July __, 2025, unless otherwise extended by the mutual written agreement of the LICENSEE and the VILLAGE. VILLAGE through its Village Manager may terminate this Revocable License Agreement as provided for below in Section 12, TERMINATION.

3. COMPENSATION:

LICENSEE as total compensation payable to the VILLAGE for the use and privileges granted herein, shall at its own expense, perform the necessary improvements and tasks set forth below in Section 4 USE OF PREMISES, for as long as this Revocable License Agreement is in full force and effect.

4. USE OF PREMISES:

LICENSEE shall use and occupy the Licensed Premises for electric vehicle charging stations and other specific related uses. The Licensed Premises shall not be used for any other purpose without prior written consent of the VILLAGE through the Village Manager or designee. LICENSEE covenants that it will not, without prior written consent of the VILLAGE, permit the Licensed Premises to be used or occupied by any person, firm, entity or corporation other than LICENSEE. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon the Licensed Premises, no act shall be permitted, and nothing shall be kept in or about said Licensed Premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon, or any damage done to said Licensed Premises. LICENSEE shall not permit the Licensed Premises to be used or occupied in any manner that would violate any laws or regulations of any governmental authority.

As consideration for the license granted hereunder, LICENSEE shall perform the following:

- In consultation and coordination with Village staff, Licensee shall design, permit and construct a rocked, edged, formal parking area for four (4) spaces on the Licensed Premises.
- Install three (3) electric charging stations to coincide with three of the four parking spaces.
- Stub an electric conduit out to the fourth parking space, which could be separately metered, in case a fourth charger is ever desired for use by Freebee or the by Village for its municipal or public use.

- Install a bollard to protect the adjacent Village pump station in coordination with Village staff.
- When the charging stations are not in use by Freebee, the charging stations will be made available to the Village for its use should the Village put electric fleet vehicles into service.

5. DISCLAIMERS:

Notwithstanding anything to the contrary herein, it is expressly understood and agreed that LICENSEE's use of the Licensed Premises is "as is" and "where is" and with all faults and that VILLAGE is making no representations or warranties, whether express or implied, by operation of law or otherwise, with respect to the quality, physical condition or value of the Licensed Premises or the compliance of the Licensed Premises with applicable building or fire codes or other laws or regulations. It is further understood and agreed that VILLAGE makes no warranty of habitability, suitability, merchantability or fitness for a particular purpose. LICENSEE agrees that VILLAGE is not liable or bound by any guarantees, promises, statements, representations or information pertaining to the Licensed Premises as made or furnished by any real estate agent, broker, employee, servant or other person representing or purporting to represent VILLAGE, except as and to the extent expressly set forth herein. LICENSEE further acknowledges and agrees that LICENSEE shall assume responsibility for all costs and expenses required to cause the Licensed Premises to comply with all applicable building and fire codes, municipal ordinances and other laws, rules and regulations (including without limitation the ADA and any codes, municipal ordinance, laws rules or regulations regarding retrofitting or plumbing fixtures). LICENSEE and VILLAGE agree that the provisions of this section shall survive the termination of this Revocable License Agreement.

6. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration, adjustment, partition, addition or improvement to the Licensed Premises or any part thereof, other than the installation of the electric vehicle charging station(s), without obtaining prior written consent of VILLAGE through its Village Manager or designee. LICENSEE, at its sole cost and expense, shall obtain all necessary permits to install the stations. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions or improvements shall remain the exclusive property of VILLAGE. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE. LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition. Upon termination or expiration of this Agreement, LICENSEE shall leave all alterations adjustments, partitions, additions or improvements made to the Licensed Premises as is, but may remove the electric vehicle charging station(s) and related equipment.

7. ASSIGNMENT OR SUBLETTING:

LICENSEE shall not assign all or any portion of the Licensed Premises during any term of this Revocable License Agreement. Should LICENSEE attempt to assign this Revocable License Agreement, then the Revocable License Agreement shall be terminated automatically by operation of this clause, without prior notice to LICENSEE.

8. DAMAGE TO PREMISES:

LICENSEE agrees that all personal property placed upon the Licensed Premises shall remain the property of LICENSEE and shall be placed upon the property at the risk of LICENSEE. LICENSEE shall give to VILLAGE, or its agent, prompt written notice by certified mail of any occurrence, incident or accident occurring on the Licensed Premises. In the event any damages should occur to the licensed premises, LICENSEE shall promptly notify VILLAGE.

9. INSPECTIONS:

VILLAGE, or its agents, or any authorized employee of said agent, may enter upon said Licensed Premises at all reasonable times and hours to examine same to determine if LICENSEE is properly maintaining the Licensed Premises to this Revocable License Agreement.

10. INDEMNIFICATION:

LICENSEE shall at all times hereafter indemnify, hold harmless and, at the Village Attorney's option, defend or pay for an attorney selected by the Village Attorney to defend VILLAGE, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, LICENSEE, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Revocable License Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

In the event any lawsuit or other proceeding is brought against VILLAGE by reason of any such claim, cause of action or demand, LICENSEE shall, upon written notice from VILLAGE, resist and defend such lawsuit or proceeding by counsel satisfactory to VILLAGE or, at VILLAGE's option, pay for an attorney selected by VILLAGE Attorney to defend VILLAGE. The provisions and obligations of this section shall survive the expiration or earlier termination of this Revocable License Agreement. To the extent determined necessary by the VILLAGE, any sums due LICENSEE under this Revocable License Agreement may be retained by VILLAGE until all of VILLAGE's claims for indemnification pursuant to this Revocable License Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by VILLAGE.

11. INSURANCE:

Without limiting any of the other obligations or liabilities of LICENSEE, LICENSEE shall provide, pay for and maintain in force the insurance set forth in this section during the term of this Revocable License Agreement, and any extension thereof.

11.1 Comprehensive General Liability Insurance.

Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

11.1.1 Premises and/or Operations.

11.1.2 Independent Contractors.

11.1.3 VILLAGE is to be included as an "Additional Insured" with respect to liability arising out of operations performed for VILLAGE by or on behalf of LICENSEE, acts of omissions of VILLAGE in connection with general supervision of such operation, and the ownership, maintenance, or use of the Licensed Premises.

11.1.4 Notice of Cancellation and/or Restriction. The policy(ies) must be endorsed to provide VILLAGE with thirty (30) days' notice of cancellation and/or restriction.

11.2 Workers' Compensation Insurance.

Workers' Compensation Insurance to apply for all employees in compliance with the Workers' Compensation Law of the state of Florida and all applicable federal laws. In addition, the policy(ies) must include:

11.2.1 Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

11.2.2 Notice of cancellation and/or restriction. The policy(ies) must be endorsed to provide VILLAGE with thirty (30) days' notice of cancellation and/or restriction.

12. TERMINATION:

12.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the VILLAGE. Termination for convenience by either party shall be effective on the termination date stated in written notice provided by either VILLAGE or LICENSEE, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event the Village Manager determines that termination is necessary to protect the public health, safety, or welfare. If VILLAGE erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

12.2 This Agreement may be terminated for cause for reasons including, but not limited to, LICENSEE's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if LICENSEE is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if LICENSEE provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

12.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the VILLAGE Manager, which the VILLAGE Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

13. MAINTENANCE AND REPAIR OF LICENSED PREMISES:

Except as provided in this section, it shall be the responsibility of LICENSEE to keep the Licensed Premises clean, safe, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein used by LICENSEE shall be borne by LICENSEE, and LICENSEE agrees to maintain the Licensed Premises in accordance with the terms and conditions of this Revocable License Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

14. UTILITIES AND OTHER SERVICES:

LICENSEE shall make all arrangements for and pay timely all costs of any and all utilities it requires. VILLAGE does not guarantee that the service and/or installation of such utilities will be adequate or continuous.

15. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

16. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the Licensed Premises to VILLAGE, or its agents, immediately upon expiration of the license term; or after ten (10) days written notice from the VILLAGE upon termination of the Revocable License Agreement for any other reason. LICENSEE further agrees that it will leave the Licensed Premises in the condition existing at the commencement of this Revocable License Agreement, subject to the repair and maintenance obligations provided for herein. Upon termination or expiration of this Agreement, LICENSEE shall leave all alterations adjustments, partitions, additions or improvements made to the Licensed Premises "as-is" but may remove the electric vehicle charging station(s) and related equipment.

17. WAIVER:

Failure of VILLAGE to insist upon strict performance of any covenant or condition of this Revocable License Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

None of the conditions, covenants or provisions of this Revocable License Agreement shall be waived or modified except by the parties hereto in writing.

18. NOTICES:

Any notice or demand, which under the terms of this revocable license or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to VILLAGE shall be addressed to:

Ted Yates Village Manager
Village Administrative Center
86800 Overseas Highway
Islamorada, FL 33036

Notice to LICENSEE shall be addressed to:

Mr. Jason Spiegel BEEFREE, LLC
2312 N. Miami Ave
Miami, Florida 33127

19. ASSIGNMENT AND PERFORMANCE

LICENSEE is an independent contractor under this Revocable License Agreement. Services provided by LICENSEE pursuant to this Revocable License Agreement shall be subject to the supervision of LICENSEE. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of VILLAGE. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Revocable License Agreement.

20. ASSIGNMENT AND PERFORMANCE

Neither this Revocable License Agreement nor any interest herein shall be assigned, transferred, or encumbered by LICENSEE.

21. CONFLICTS

Neither LICENSEE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with LICENSEE's loyal and conscientious exercise of judgment related to its performance under this Revocable License Agreement. LICENSEE agrees that none of its officers or employees shall, during the term of this Revocable License Agreement, serve as an expert witness against VILLAGE in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of VILLAGE or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude LICENSEE or any other persons from representing themselves in any action or in any administrative or legal proceeding.

22. CONTINGENCY FEE

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Revocable License Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for LICENSEE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Revocable License Agreement. For a breach or violation of this provision, VILLAGE shall have the right to terminate this Revocable License Agreement without liability at its discretion, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23. WAIVER OF BREACH AND MATERIALITY

Failure by VILLAGE to enforce any provision of this Revocable License Agreement shall not be deemed a waiver of such provision or modification of this Revocable License Agreement. A waiver of any breach of a provision of this Revocable License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Revocable License Agreement.

VILLAGE and LICENSEE agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Revocable License Agreement and, therefore, is a material term hereof.

24. COMPLIANCE WITH LAWS

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Revocable License Agreement.

25. SEVERANCE

In the event this Revocable License Agreement or a portion of this Revocable License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless VILLAGE or LICENSEE elects to terminate this Revocable License Agreement. The election to terminate this Revocable License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

26. JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Revocable License Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

27. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Revocable License Agreement by reference and a term, statement, requirement, or provision of this Revocable License Agreement, the term, statement, requirement, or provision contained in this Revocable License Agreement shall prevail and be given effect.

28. APPLICABLE LAW AND VENUE

This Revocable License Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Revocable License Agreement shall be within Monroe County, Florida.

29. PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Revocable License Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this agreement.

30. MULTIPLE ORIGINALS

This Revocable License Agreement shall be executed in two (2) duplicate copies, each of which shall be deemed to be an original.

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

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

LICENSEE

By: _____
Jason Spiegel, Managing Partner

Witness: _____

ATTEST:

By: _____
Secretary

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 202__, by _____, as _____, of BEEFREE, LLC d/b/a Freebee. He/She was personally known ____ or produced _____ as form of identification.

[NOTARY SEAL]

Notary Public for the State of Florida

Name Type, Print or Stamped

My Commission expires: _____

REVOCABLE LICENSE AGREEMENT

EXHIBIT "A" "LICENSED PREMISES"

(Description of premises licensed for installation of electric vehicle charging stations)

Leased Premises: A portion of the SW corner of the parcel owned by VILLAGE, as referenced herein and delineated on the site map below, which is hereby incorporated by reference and made a part of this Revocable License Agreement.

Property Address: 86800 Overseas Hwy, Islamorada, Florida 33036

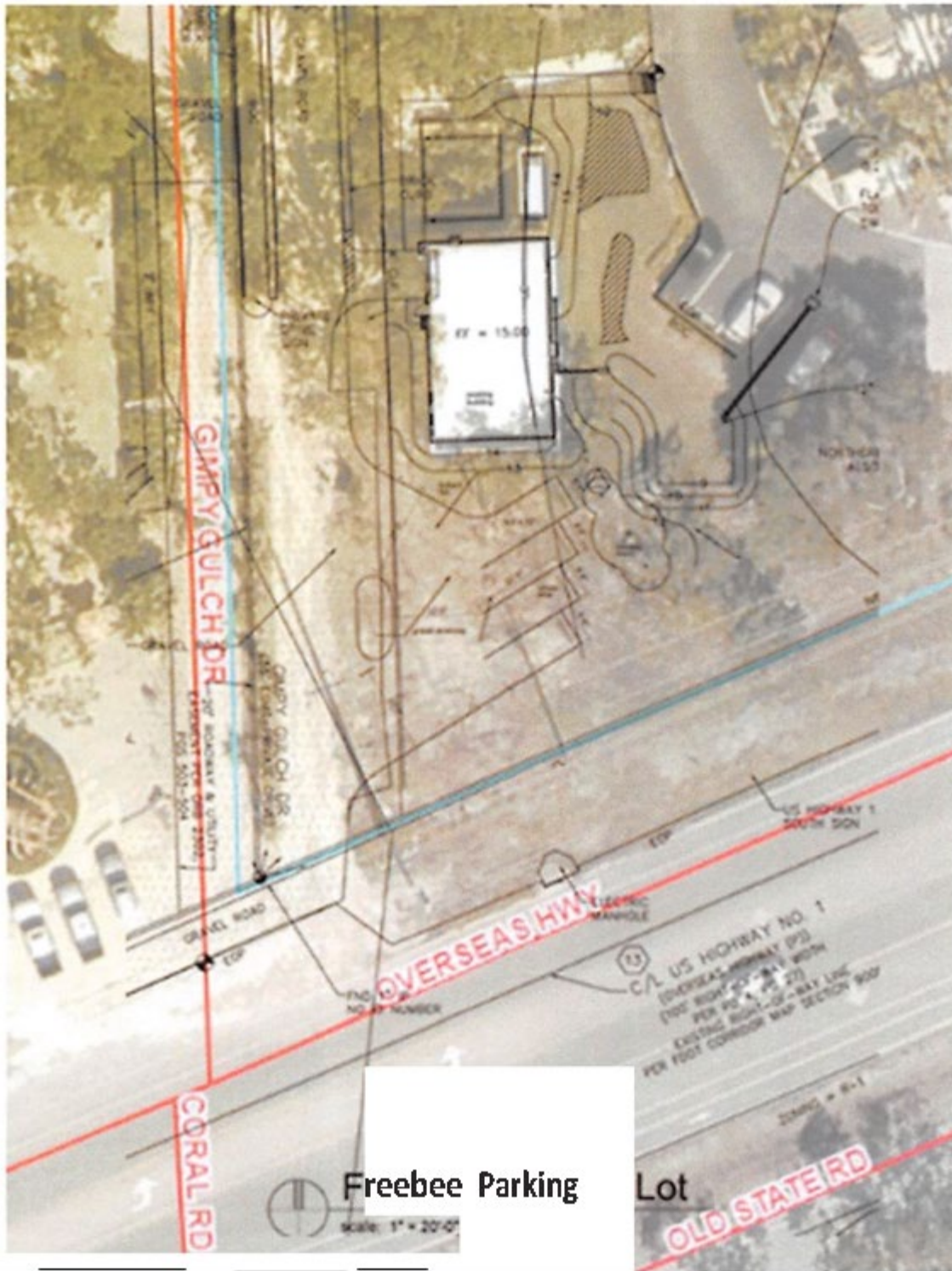
Real Estate Number: 00093330-000100

Parcel Map:



REVOCABLE LICENSE AGREEMENT

Site Map:





Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: June 8, 2023
SUBJECT: **Resolution Approving Interlocal Agreement with Monroe County, Florida, for Fiscal Year 2023-2024 Boating Improvement Funds not to exceed \$14,000.00 for the Islamorada Buoy Maintenance Program - TAB 7**

Background:

Since 2004, Islamorada, Village of Islands (the "Village") has continuously operated a buoy maintenance program (the "Program") to aid in boater navigation and facilitate preservation of nearshore waters, flats and reefs within the Village's 1200' off-shore jurisdiction within the Atlantic Ocean and Gulf of Mexico. The Village's buoy system consists of approximately 135 navigational buoys and a series of fixed regulatory, recreational and informational markers compliant with Florida Administrative Code, Chapter 68D-23 Uniform Waterway Markers in Florida Waters. The Village suffers frequent losses and damages to the buoy system resulting from routinely heavy boat traffic, environmental wear, seasonal storm activity, and occasional theft.

Under Florida law and pursuant to Village Ordinance 03-10, codified in Sec.66-2 of the Village Code, the Village is responsible for responding to reports of damaged or missing system buoys and markers. To ensure operational continuity, the Village has retained marine contractors to conduct regular inspections and repairs, and to replace missing buoys and markers. The Village also distributes educational brochures and rack cards to increase public safety awareness and knowledge of local boating regulations.

Since 2012, the Village has applied for and received supplemental assistance for annual system maintenance from Monroe County Boating Improvement Funds ("BIF") allocated for local boating-related activities that enhance public access for recreational boaters. On March 22, 2023, the Village submitted a Municipality Funding Request to Monroe County (the "County"), requesting Fourteen Thousand Dollars (\$14,000.00) in reimbursement from BIF of anticipated Fiscal Year 2023-2024 Program costs. The County approved the Village's funding request at the May 17, 2023 Board of County Commissioners ("BOCC") meeting for reimbursement of Program costs up to Fourteen Thousand Dollars (\$14,000.00) and authorized the County to prepare an Interlocal Agreement ("Agreement") with the Village. The Agreement was transmitted to the Village on May 24, 2023 for Village Council approval and execution by Village officials.

Analysis:

The attached resolution authorizes the Village to enter into an Agreement (Exhibit "A" to the resolution) that would provide for reimbursement of Program costs up to Fourteen Thousand Dollars (\$14,000.00) for

expenditures incurred during Fiscal Year 2023-2024. The County requires that the Village Council approve the Agreement prior to execution by the Village Manager and the BOCC.

Eligible project expenditures would be those incurred between October 1, 2023 and September 30, 2024. Reimbursable costs would include labor to inspect, clean and repair or replace buoys and anchoring materials as needed; supplies for replacement buoys, lines, anchors and stickers, labor and supplies for buoy installations, as needed; and printing and distribution of educational materials advising boaters about safety issues and waterway marker information.

Budget Impact:

The Village's maintenance contractor, Poseidon Marine Towing Corp., has provided a Scope of Work and Program costs for Fiscal Year 2022-2023 in the amount of Twenty Thousand Four Hundred Thirty-six and 80/100 Dollars (\$20,436.80). At under \$25,000.00, these services are engaged under the purchasing authority of the Village Manager. The County would provide reimbursement of program costs up to Fourteen Thousand Dollars (\$14,000.00) upon project completion and submission of the required invoicing documentation. The Village would contribute an additional \$6,436.80 as Project cost share from Plantation Yacht Harbor Marina's Fiscal Year 2023-2024 operating budget, in the Repairs and Maintenance expenditure account.

Staff Impact:

The Buoy Maintenance Program is administered by the Plantation Yacht Harbor Marina Head Dockmaster.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution, thereby approving the Agreement with Monroe County for the reimbursement of up to \$14,000.00 in buoy maintenance program costs incurred in Fiscal Year 2023-2024.

Attachments: 1. 2-Reso_MoCo_BIF_ILA_2024
 2. 3-Exhibit_A_ILA Islamorada_FY24

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA, AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2023-2024; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 2004, Islamorada, Village of Islands (the "Village") has operated a buoy maintenance program ("Program"), thereby maintaining a Florida Uniform Waterway Marker compliant system of 135 navigational buoys and a series of fixed regulatory, recreational and informational markers within the Village's 1200' offshore jurisdiction in the Atlantic Ocean and Gulf of Mexico to aid in boater navigation and facilitate preservation of nearshore waters, flats and reefs; and

WHEREAS, Florida Boating Improvement Funds ("BIF") are allocated to Monroe County (the "County") for County-wide use for boat ramps, lifts and hoists, marine railways, and other public launching facilities; piers, docks and other mooring facilities; recreational channel marking and other uniform waterway markers; derelict vessel removal; boating education; economic development initiatives that promote boating; and other local boating-related activities that enhance boating access for recreational boaters; and

WHEREAS, beginning in 2012, the County began soliciting applications from municipalities for submission by April 1 of each year for consideration by the Monroe County Board of County Commissioners ("BOCC") for the allocation of County Boating Improvement Funds in the following fiscal year; and

WHEREAS, on March 22, 2023, the Village submitted a Municipality Funding Request to the County requesting Fourteen Thousand Dollars (\$14,000.00) for reimbursement of Program costs expended during Fiscal Year 2023-2024, which include operation and maintenance of the Village's existing buoy maintenance program, labor and supplies for the buoy installation at newly permitted locations as the need arises, and for printing and distribution of educational materials advising boaters about boating safety issues and waterway marker information; and

WHEREAS, on May 17, 2023, the BOCC approved the Village's BIF Municipality Funding Request for FY 2022-2023 in the amount of Fourteen Thousand Dollars (\$14,000.00); and

WHEREAS, Monroe County staff has prepared an Interlocal Agreement ("Agreement"), attached hereto as Exhibit "A", providing the terms and conditions for reimbursement to the Village of approved Fiscal Year 2023-2024 expenditures in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00); and

WHEREAS, the Village Council finds that approval of the Agreement between Monroe County and the Village is in the best interest of the Village and its residents.

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 the Agreement between Monroe County and the Village for the reimbursement of Fiscal Year 2023-2024 Project costs from Boating Improvement Funds, attached hereto 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 Agreement.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2023, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and Islamorada, Village of Islands, a municipal corporation organized and existing under the laws of the State of Florida (the "CITY" or the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY routinely uses State Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the CITY has requested that the COUNTY provide reimbursement funding in the amount of \$14,000 from BIF for costs to be incurred during FY'24 for regulatory buoy maintenance; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at the May 17, 2023, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the CITY and to provide funding in the amount of \$14,000;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Payment. The COUNTY agrees to reimburse the CITY for costs incurred in FY'24 as follows:

- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$14,000 for regulatory buoy maintenance.
- 1.3 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2024. The invoices must describe the services performed, together with proof that payment has been made to the CITY'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the CITY represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

- 2.1 This Agreement shall become effective upon execution by both parties.
- 2.2 If such Notice of Termination as specified in Section 3 is given, this Agreement shall terminate within five (5) days thereof.

Section 3. Termination and Default.

- 3.1 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.
- 3.2 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (Default Notice) shall state in reasonable detail the actions the defaulting party must take to cure the same.
- 3.3 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
- 3.4 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
- 3.5 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
- 3.6 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 4. Indemnification.

- 4.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the COUNTY'S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at

both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.

Section 5. Notices.

- 5.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Monroe County: Roman Gastesi, Jr.
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Robert B. Shillinger, Esq.
Monroe County Attorney's Office
1111 12th Street, Suite 408
P.O. Box 1026
Key West, Florida 33041-1026

If to City: Ted Yates
Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

With a copy to: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. Regulatory Powers.

- 6.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.
- 6.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental

powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 7. Attorneys Fees and Waiver of Jury Trial.

- 7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 8. Governing Law.

- 8.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16th Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 9. Access to Records and Audits.

- 9.1 The CITY shall comply with all public records and records retention requirements mandated by Section 24, Article I, of the Florida Constitution, and Chapter 119, Florida Statutes, and shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. CITY shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of CITY to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. CITY understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. COUNTY shall bill CITY for the amount of the audit exception and CITY shall promptly repay any audit exception. However, COUNTY warrants and represents that it has full authority to fund the Project under the terms and conditions specified herein. The COUNTY and CITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CITY in conjunction with

this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CITY.

- 9.2 The COUNTY may cancel this Agreement for refusal by the CITY, or the CITY's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 9.3 The term "public records" and "records" shall be the same as such term has been defined in Chapter 119, Florida Statutes, including but not limited to any documents, books, data (electronic or hard copy), papers and financial records that result from the CITY or its subcontractors performance of the Services provided in this Agreement.
- 9.4 If the inspection or audit discloses that COUNTY funds paid to the CITY under this Agreement were used for a purpose not authorized by this Agreement, then the CITY must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the CITY. This paragraph will survive the termination of this Agreement.
- 9.5 The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with and in connection with this Agreement and related to Agreement performance. The COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.
- 9.6 The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the CONTRACTOR is required to:
 - (1) Keep and maintain public records that would be required by the COUNTY to perform the service.
 - (2) Upon receipt from the COUNTY's custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
- (4) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
- (5) A request to inspect or copy public records relating to a COUNTY Agreement must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the COUNTY's option and right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the COUNTY or pursuant to a valid public records request within a reasonable time may be subject to penalties under Chapter 119, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470

BRADLEY-BRIAN@MONROECOUNTY-FL.GOV,
MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH
Street, SUITE 408, KEY WEST, FL 33040.

Section 10. Non-Assignability

- 10.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 11. No Third-Party Beneficiaries.

- 11.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CITY and the COUNTY agree that neither the CITY nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 12. Non-Waiver of Immunity.

- 12.1 Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the CITY and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CITY or COUNTY be required to contain any provision for waiver.

Section 13. Privileges and Immunities.

- 13.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 14. Independent Contractor.

- 14.1 The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 15. Severability.

- 15.1 If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CITY agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 16. Survival of Provisions.

- 16.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 17. Waiver.

- 17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 18. Funding.

- 18.1 The parties agree that the COUNTY's responsibility under this Agreement is to provide funding only.

Section 19. Authority.

- 19.1 Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 20. Section Headings.

- 20.1 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 21. Execution in Counterparts.

- 21.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart..

Section 22. Entire Agreement/Modification/Amendment.

- 22.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 22.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as the parties' preceding duly-executed Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY: _____
Mayor Craig Cates

(SEAL)

ATTEST: Kevin Madok, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: _____
Deputy Clerk

Assistant County Attorney

**ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA**

Ted Yates, City Manager
Date: _____

(SEAL)

ATTEST: Marne McGrath, Village Clerk

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

BY: _____
Clerk

BY: _____

Printed Name: _____



Council Communication

To: Mayor and Village Council
From: Ted Yates, Village Manager
Date: June 8, 2023
SUBJECT: **Second Reading: Update ARTICLE VII "TOWING", SECTION 50-100 of The Village Code Relating to Regulations for Wrecker Operations - TAB 8**

Background:

This proposed ordinance will update Article VII "TOWING," Sec. 50-100 of the Village Code as it pertains to wrecker/towing operations within the Village. The current ordinance and rates have not been updated since 2012. The proposed change in rates is modeled after the County's and Marathon's newly adopted schedule. While the Village has no wrecker/towing service companies located within our Village limits, we are dependent on businesses in Key Largo and Marathon to provide towing service.

Currently, any towing needs of our Sheriff's department is dependent on the services from the wrecker companies campaigning for this change in rates.

The first reading was approved on February 9, 2023.

Analysis:

Below are the current rates and the proposed new rates.

(e) *Rates.*

- (1) The maximum rate that may be charged by any wrecker operator subject to this section is as follows, based on the lowest class of wrecker service required for the vehicle, with any trailered appurtenance.

Class A Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$135.00 <u>\$200.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u>

	plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$3.00 <u>\$4.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$67.50 <u>\$100.00</u>

Class B Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$200.00 <u>\$300.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$4.00 <u>\$5.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$100.00 <u>\$150.00</u>

Class C Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$485.00 <u>\$600.00</u>
Mileage rate from wrecker station to site and return	\$5.00 <u>\$6.00</u> per mile
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u>

	plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$242.50 <u>\$300.00</u>

Budget Impact:

None.

Staff Impact:

None.

Recommendation:

The adopt the proposed Ordinance and provide current market rates for our local wrecker/towing operators.

Attachments: 1. 23- Second Reading - Towing

ORDINANCE NO. 23-____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE VII "TOWING", SECTION 50-100 OF THE VILLAGE CODE RELATING TO REGULATIONS FOR WRECKER OPERATIONS WITHIN THE VILLAGE; SPECIFICALLY AMENDING SECTION 50-100 ENTITLED "REGULATION OF WRECKER OPERATORS WHO PROVIDE TOWING AND STORAGE SERVICES" BY REVISING SPECIFIC TOWING FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 715.07, Florida Statutes, authorizes counties and municipalities to regulate towing of vehicles, including the establishment of maximum towing rates; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village") has become aware of certain issues regarding the reasonable and effective operation of wrecker operators for non-law enforcement generated, non-consensual towing of vehicles within the Village; and

WHEREAS, the Village Council desires to revise the regulations regarding wrecker operators within the Village so as to create reasonable, efficient and cost-effective operations of both non-consensual towing operations as well as towing operations which are requested by a law enforcement agent; and

WHEREAS, the Village Council finds that revising the Village's towing regulations is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated

herein by this reference.

Section 2. **Amendments to the Code.** Chapter 50 entitled "Streets, Sidewalks and

Other Public Places", Article VII "Towing", Section 50-100 is hereby amended as follows:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
---	---

Article VII. Towing

Sec. 50-100 Regulation of wrecker operators who provide towing and storage services

(a) *Applicability.* The provisions of this section shall apply to all wrecker operators providing towing of vehicles and vehicle storage at the request of a law enforcement officer, and to towing of vehicles from private properties without the consent of the vehicle operator (non-consensual towing services). This section shall not apply to wrecker operators providing towing of a vehicle at the request of and with the express consent of the operator of the vehicle.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Administration fee means the charge for researching and documenting the registered owner of a vehicle towed and stored by a wrecker operator.

Commercially manufactured wrecker means a tow truck that is:

- (1) Designed and constructed by a wrecker manufacturer that offers its wreckers for sale; or
- (2) Assembled by a business licensed and approved to assemble and certify wreckers according to manufacturer's specifications.

Drop shall mean any instance in which a vehicle owner or agent arrives at the scene of a tow after the vehicle has been connected to the towing or removal apparatus but before the tow truck has left the premises with said vehicle.

Non-consensual towing services shall mean the immobilizing, towing and/or storage of a vehicle, without the prior express consent of the owner or operator, by any person who is not

acting pursuant to a contract with a unit of local, county, state, or federal government.

Notification fee means the charge for notifying a vehicle owner and any lien holders that a wrecker operator has towed and stored the vehicle.

Vehicle means any mobile item which normally uses wheels, whether motorized or not as described in § 715.07(1)(a), F.S.

Wrecker means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

Wrecker operator means the individual, partnership, corporation, or business entity engaged for hire in the recovery, towing removal, or storage of wrecked, disabled, stolen, illegally parked or abandoned vehicles. For the purpose of this section, a hired driver or employee shall be governed by this section and shall be considered an agent of the wrecker operator.

(c) *Wrecker classification and required equipment.*

(1) Each tow truck owned or maintained by a wrecker operator shall be commercially manufactured and shall conform to all other requirements of this section. The requirements of this section are waived only for those operators with tow trucks that were purchased before the effective date of the ordinance from which this section is derived or that were under a binding contract to purchase entered into before the effective date of the ordinance from which this section is derived.

(2) All tow trucks shall be equipped with a business-type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each truck. The equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his trucks within his usual area of operation. A citizens band radio does not meet the requirements of this subsection.

(3) Specifications and required equipment shall be as follows:

a. All wreckers (all classifications) shall include the following:

1. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed;
2. Dual rear wheels;
3. The name, address and telephone number of the wrecker operator shall be painted or permanently affixed in a conspicuous place on both sides of the trucks as required by § 715.07(2)(a)(7), F.S.;

4. At least one heavy duty push broom with a minimum width of 24 inches;
5. One square shovel;
6. One axe;
7. One crowbar or prybar with a minimum length of 30 inches;
8. Minimum of one five-pound carbon dioxide or dry chemical fire extinguisher or equivalent. Must be approved type and have a current inspection tag attached;
9. One pair of bolt cutters with a minimum opening of one-half inch;
10. One set of jumper cables;
11. One four-way lug wrench;
12. One flashlight;
13. Five 30-minute fuses;
14. One snatch block for each winch with manufacturer's rating to match winch;
15. Extra towing chain six to eight feet in length with hooks;
16. At least three safety cones or triangle reflectors; and
17. Fifty pounds of sand or petroleum absorbent.

b. *Class "A" wreckers (for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less).* Specifications and equipment in addition to requirements outlined in subsection (c)(3)a. of this section, shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and winch having a manufacturer's combined rating of at least four tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved;
2. A minimum of 100 feet of three-eighths-inch cable;
3. Dollies;
4. Flood lights on the hoist;
5. Vehicles that are equipped with wheel lifts or the equivalent may also qualify as class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must use wheel safety straps when lifting vehicles by the wheels only; and

6. Operators who wish to remove cars and light trucks may have, in addition, a roll-back or slide-back carrier truck/trailer with specifications and the equipment as provided in subsection (c)(3)c. of this section.

c. *Class "A" roll-back or slide-back wreckers (for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less).*

Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined in subsection (c)(3)a. of this section shall include the following:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a 16-foot bed, dual rear wheels and a winch with at least 8,000 pounds capacity;
2. A minimum of 50 feet of three-eighths-inch cable;
3. A minimum of two safety tie-down chains of at least ten feet each in length;
4. Two spot (flood) lights mounted on the rear of the carrier; and
5. A roll-back or slide-back carrier trailer shall meet the following requirements:
 - (i) A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum 16-foot bed. A winch with at least 8,000 pounds capacity;
 - (ii) A minimum of 50 feet of three-eighths-inch cable;
 - (iii) Brakes and trailer lights that meet the minimum statutory requirements of state law;
 - (iv) Safety chains; and
 - (v) Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.

d. *Class "B" wreckers (for removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less).* Specifications and equipment in addition to the requirements outlined in subsection (c)(3)a. of this section, shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten-ton capacity mounted on the chassis;
2. A minimum of 100 feet of at least one-half-inch cable on each drum;
3. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks; and

4. Floodlights on the hoist.

e. *Class "C" wreckers (for removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight).* Specifications and equipment in addition to the requirements outlined in subsection (c)(3)a. of this section, shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 30,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25-ton capacity mounted on the chassis;
2. A minimum of 200 feet of at least five-eighths-inch cable on each drum;
3. Air brakes so constructed as to lock the rear wheels automatically upon failure;
4. External air hookup and hoses, to supply air to disabled vehicles;
5. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks; and
6. Floodlights on the hoist.

(d) *Insurance requirements.* No person shall for compensation recover, tow, or remove a vehicle or provide vehicle storage or otherwise function as a wrecker operator until that person maintains in effect an insurance policy or policies that shall insure that person for its liability at a minimum:

- (1) For each wrecker, combined single limit of \$500,000.00; and
- (2) For garage keeper's liability, in an amount not less than \$50,000.00 for each loss covering perils of fire and explosion, theft of a vehicle and parts or contents, riot and civil commotion, vandalism, malicious mischief, and for on-hook protection.

(e) *Rates.*

- (1) The maximum rate that may be charged by any wrecker operator subject to this section is as follows, based on the lowest class of wrecker service required for the vehicle, with any trailered appurtenance.

Class A Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$135.00 <u>\$200.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for

	vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$3.00 <u>\$4.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$67.50 <u>\$100.00</u>

Class B Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$200.00 <u>\$300.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$4.00 <u>\$5.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$100.00 <u>\$150.00</u>

Class C Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$485.00 <u>\$600.00</u>
Mileage rate from wrecker station to site and return	\$5.00 <u>\$6.00</u> per mile

Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$242.50 <u>\$300.00</u>

(2) The daily storage rate must be prorated in six-hour increments when the vehicle is retrieved by the owner or his agent; provided, however, that no storage fee shall be charged if the vehicle is stored for less than 6 hours prior to retrieval by the owner or agent. The notification fee may only be charged when notice is sent by the operator to the vehicle owner and any lienholder.

(3) In the event a law enforcement officer needs a wrecker for a towable violation, and once the towing service has been requested by the officer at the violation site and the operator has advised the officer that he is en route to the request, should the owner or driver of the vehicle in violation return to the vehicle site before the operator has arrived at the vehicle, or before the operator has departed with the vehicle, and upon the officer's authorization to release the vehicle to the owner or driver, then the owner or driver of the vehicle shall pay a charge of not more than one-half of the maximum rate for the class of towing service called for. A wrecker operator may dispatch a heavier class of wrecker to the site but may charge no more than the rates applicable to the type of service required. Should a vehicle that requires towing be trailering a recreational vehicle, boat, or other type of trailer, and only one wrecker is required to remove the vehicle and its trailer, only one tow charge may be levied for the combined length of the vehicle and its trailered accessory.

(4) Every wrecker operator shall conspicuously display at his place of business the maximum charge that he may impose for the towing and storage services covered by this section.

(f) *Storage facilities.*

(1) The wrecker operator shall provide storage for all towed vehicles in an outside storage area unless specific written instructions are given for inside storage by a law enforcement officer. If directed by a law enforcement officer for investigative purposes, the wrecker

operator shall move the vehicle to a designated area for processing prior to storage. In such instance, the law enforcement agency will not authorize release of the vehicle until all outstanding charges by the operator, as authorized by this section have been satisfied.

(2) The storage facility must be properly zoned for such use within the applicable jurisdiction, owned or leased solely by the wrecker operator, and vehicles stored by the operator must be separately fenced and locked. In no event shall a vehicle towed within the Village be taken to a storage facility located more than thirty (30) miles from the location from which the vehicle was towed.

(3) The registered owner of a vehicle or the owner's representatives or owner's insurance adjusters, upon proper identification, shall be permitted to inspect or photograph stored vehicles during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. The wrecker operator shall not require the owner, adjuster or representative to pay any fee in order to inspect or photograph the stored vehicle.

(4) All fencing shall be chainlink or solid-wall type and at least six feet in height where permissible under the applicable zoning and land use regulations of the jurisdiction where it is located, to discourage theft of any vehicle or any property being stored inside. All storage facilities shall be illuminated with lighting of sufficient intensity to reveal persons and vehicles at a distance of at least 150 feet during nighttime.

(5) Permanent inside storage within a weather-tight building must be available for 24-hour storage when weather or other conditions require inside storage for the protection of the vehicle or personal property. A lean-to, tent or shed does not meet the requirements of this subsection.

(6) A minimum of 25 storage spaces with three inside storage spaces must be available at all times. Service bays or repair bays do not qualify as inside storage, nor does any area that is used for any activity other than serving as a permanent inside storage area, when vehicles are actually stored inside at the request of a law enforcement agent.

(7) Wrecker operators shall comply with hold orders placed by a law enforcement agency, including any instructions for inside or outside storage. Vehicles involved in a fatality and sealed by the traffic homicide investigator shall remain intact until the seals are removed by the investigator. No property of any kind shall be released to anyone without authority of the homicide investigator. If no fatality occurred, then the vehicle and the property may be released by the wrecker operator upon valid proof of ownership once the hold is released.

(8) For tows authorized at the request of a law enforcement officer, a copy of an inventory prepared by the law enforcement agency of all personal property found in the vehicle shall be provided to the wrecker operator. The wrecker operator shall permit the removal of such property by the vehicle owner or his agent from a stored vehicle during

normal business hours without charge. The agent's authority shall be evidenced by a writing acknowledged by the owner before a notary public or other person empowered by law to administer oaths. A signed receipt for each article removed by the owner or his agent shall be obtained. Personal property shall be defined as any item not affixed to the vehicle that was in the vehicle at the time of the tow. In the case of vehicles stored where no "hold order" has been placed, the wrecker operator will directly release any vehicle upon presentation of proper proof of identification and ownership. If these conditions cannot be met due to unusual or extraordinary circumstances, the vehicle will be released only upon authorization obtained from the law enforcement agency.

(9) Wrecker operators handling the initial tow shall exercise reasonable care and control of parts and contents located in vehicles while under their protection or while in storage.

(10) During the hours from 8:00 a.m. to 6:00 p.m., Monday through Friday, wrecker operators shall provide adequate staffing at the storage facility so that personal property may be removed from the vehicle or the vehicle itself may be released without undue delay.

(11) Should it become necessary that personal property be removed from a vehicle or a vehicle be released when the storage facility is not staffed, the wrecker operator shall be required to do so and shall be allowed to charge a reasonable fee.

(g) Licensing of Wrecker Operator; Right to Operate Within the Village

(1) All wrecker operators of all wrecker classifications subject to this section and operating within the Village shall hold a wrecker operator license with the Village in order to legally operate within the Village limits.

(2) Wrecker operators subject to this section and operating within the Village limits shall be required to renew the wrecker operator license with the Village Clerk on an annual basis. Each wrecker operator license shall be renewed no later than October 1 of each calendar year. The annual license fee and penalty for late renewal shall be as provided by resolution of the Village Council. The Village Manager shall create a wrecker operator license application which shall require the wrecker operator to demonstrate compliance with the requirements of this section.

(h) Operation of wrecker operator on Private Property

(1) Wrecker operators must register all private properties posted as identified in §715.07(2)(a), F.S. with the Village Clerk prior to the placement of signage identified in §715.07(2)(a), F.S. Said registration shall include a letter from the property owner or person authorized by the property owner or lessee indicating that said posting has been requested and approved by the property owner. Such letter must be either notarized or signed by the property owner or authorized person in the presence of two witnesses.

(2) If posted notice subject to §715.07(2)(a), F.S. is removed for any reason by the wrecker

operator, the Village Clerk shall be notified within fifteen (15) days of the removal.

(3) In the event that the owner or operator of a vehicle is present when a wrecker operator arrives to tow, the wrecker operator shall give a verbal warning and at least five (5) minutes for the owner or operator of the vehicle to remove the vehicle from the property before initiating the tow.

(4) In no event shall a wrecker operator initiate a tow when the owner or operator of the vehicle in question is present at the vehicle location, or in the vehicle.

(5) Neither the property owner nor the person authorized by the property owner shall have any interest in nor be affiliated with the wrecker operator towing the vehicle from the property owner's property.

(i) *Jurisdiction.* In the case of an operator who provides towing and removal service covered by this section but provides vehicle storage service in Monroe County or within another municipality, this section shall govern the storage service unless Monroe County or the municipality has adopted and maintains in effect ordinances or regulations governing the same subject matter.

(j) *Penalties.* All law enforcement officials are hereby authorized to assist in the enforcement of this section to the extent that it is within their respective jurisdictions to do so.

(1) It shall be unlawful for any person or entity to violate or fail to comply with any provision of this section. Any such violation shall be punishable in accordance with Section 2-111 of the Code. Each day that any provision of this section is violated shall constitute a separate offense hereunder.

(2) The penalties described in this subsection shall be in addition to the abatement of the violating condition or any other equitable relief. Should any person violate or fail to comply with any provision of this section, the office of the Village Attorney may make application to the circuit court for the Sixteenth Judicial Circuit of Florida for an order to enjoin such violation or failure of compliance.

(k) *Suspension and revocation of wrecker operator license.* In addition to the penalties described above, any wrecker operator who is found to have violated this section on two or more occasions shall be subject to the suspension or revocation of its wrecker operator license. Within ten (10) days of a finding that a wrecker operator has violated two or more provisions of this section, the Village Manager shall schedule a hearing with the violator. The Village Manager shall hear testimony and/or evidence of the nature of the violations and any circumstances associated therewith. After such hearing the Village Manager may, by written notification to the wrecker operator, suspend or revoke the violator's wrecker operator license for a period of up to one year based upon the gravity and frequency of the violations. The violator may appeal the Village Manager's decision to the Village Council by filing written

notice with the Village Clerk within five (5) days of the Village Manager's written determination. The Village Council shall set the matter for hearing for the next regularly scheduled Village Council meeting, and shall provide the wrecker operator with written notice of the hearing no later than fifteen (15) days prior to the date of the hearing. By majority vote, the Village Council may affirm, reverse or modify the decision of the Village Manager based upon the factors considered by the Village Manager and those brought before the Village Council at hearing.

(l) *Refunds of towing fees charged in violation of this section.* Any determination of a violation of this section or applicable Florida law shall result in the refund of any towing charge collected from the owner of an improperly towed vehicle.

(m) *Drop Return of Owner Prior to Tow; Fees.*

(1) A towing service operating within the city shall not tow a vehicle or charge for its services when the registered owner or agent arrives at the scene prior to the towing, unless:

- a. The registered owner or agent refuses to remove the vehicle; or
- b. The vehicle has already been connected to the towing removal apparatus and the registered owner or agent, lessee, or agent refuses to pay a service fee (drop fee) of not more than one-half the rate contained herein for such towing service.

(2) When a vehicle owner or agent agrees to pay a service fee (drop fee) in applicable circumstances, the tow truck operator shall wait a minimum of twenty (20) minutes at the location of the drop to allow the vehicle owner or agent to secure payment funds for the fees enumerated herein at the location of the drop.

(3) Within twenty (20) minutes of payment of a drop fee, the tow truck operator shall disconnect the vehicle from the tow truck and return control of the vehicle to the owner or agent. The tow truck operator shall provide a written receipt as required herein.

(4) A person in the process of towing or removing a vehicle from any private property where the vehicle was not lawfully parked must stop when a person seeks the return of the vehicle.

(5) No fee shall be charged if it is determined that the vehicle was lawfully parked.

(6) The towing service shall accept payment of any drop fee or any immobilization fee (drop or otherwise) at the site at which the tow commenced or the vehicle was immobilized, or at any other location within a one-half mile of the vehicle location. No person shall be required to travel more than a one-half mile from an immobilized vehicle in order to pay a drop fee. Only persons whose immobilized vehicles are also

lawfully towed will be required to pay fees at the location of the stored vehicle as described herein.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by Councilmember Mark Gregg, who moved for its adoption on first reading. This motion was seconded by Councilmember Elizabeth Jolin, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	YES
Vice Mayor Sharon Mahoney	YES
Councilman Mark Gregg	YES
Councilwoman Elizabeth Jolin	YES
Councilman Henry Rosenthal	YES

PASSED on the first reading this 9th day of February, 2023.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED on the second reading this ____ day of _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: June 8, 2023
SUBJECT: **Resolution Approving Recommendations of the Evaluation Committee and Negotiation of a Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services - TAB 9**

Background:

Notice: A Cone of Silence remains in place prohibiting any communication regarding the Solid Waste Services and Request for Proposals 23-05 between: a potential Proposer or Firm, including any person acting on a Proposer's/Firm's behalf, and: the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the RFP disqualified. The Cone of Silence shall terminate upon approval of the contract by the Village Council .

The Village provides residential and commercial solid waste, yard waste and recycling collection and disposal services ("solid waste services") to all developed properties in the Village, including approximately 4,385 residential customers and 289 commercial customers. Residential customers include single-family homes and all multifamily duplex and triplex buildings that are either two (2) or three (3) residential units. The residential house count is updated annually. Any building with four (4) or more units is considered a commercial customer and is not included in the residential count.

The solid waste services are currently outsourced through a Contractual Services Agreement with independent contractor Waste Management, Inc. (formerly Advanced Disposal, Inc., formerly Veolia ES Solid Waste Southeast, Inc.), awarded by the Village Council pursuant to a previous competitive selection process in 2013. The agreement provides for an initial ten (10) year term with one five (5) year renewal option.

At its meeting on February 9, 2023, The Village Council directed the Village Manager to not exercise the five (5) year renewal option, and to solicit proposals for the Village's solid waste services. The current agreement with Waste Management, Inc. expires on December 31, 2023. Village Manager Ted Yates confirmed at the Council meeting on March 2, 2023, that an RFP was being drafted and that it would be released on March 6, 2023.

The Village issued Request for Proposals ("RFP") 23-05 on March 6, 2023 with an initial submittal deadline of April 11, 2023. RFP 23-05 was issued in accordance with Sec. 2-327(b)

and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances and was published on DemandStar.com and on the Village's website from March 5, 2023 through the submittal deadline. Village staff posted the bid on the Village's Facebook page and sent information via email to its distribution list to make residents and other interested parties aware that the Village had entered into the sealed bid procurement process.

A mandatory pre-proposal meeting was held on March 16, 2023; the meeting was duly noticed and open to the public. Four firms attended the meeting. Only those firms that attended the mandatory pre-proposal meeting were eligible proposers. All eligible proposers are identified in the Analysis section below.

In response to inquiries posed by eligible proposers, the Village released seven (7) addenda to the RFP and extended the submittal deadline to May 5, 2023 and subsequently to May 16, 2023, providing a total of 71 days for eligible firms to prepare their proposals.

Analysis:

The RFP contained the current Contractual Services Agreement and the stated intention of continuing the same level of solid waste services currently provided. There were no changes to services or service levels directed by the Village Council.

By the deadline on May 16, 2023, at 2:00 p.m., the Village received proposals from three of the four eligible proposers, listed below. Waste Connections of Florida, Inc. attended the pre-proposal meeting and submitted a no bid notification via email on the date of the bid submittal deadline. The three firms that submitted proposals are:

Atlantic Residential, LLC, Key Largo, Florida – an Atlantic Trash & Transfer Subsidiary
Island Disposal Company, Tavernier, Florida
Waste Management Inc. of Florida, with a local office in Islamorada, Florida

To evaluate the proposals, the Village Manager assigned himself and two members of the Village staff to serve on the RFP 23-05 Evaluation Committee (the "Committee") and requested the Village Council appoint two or more members. The Village Council expressed approval of the Village Manager's choices and assigned two Village Council Members to serve on the Committee. The seated Committee was comprised of Mayor Buddy Pinder, Councilman Henry Rosenthal, Village Manager Ted Yates, Finance Director Maria Bassett and Public Works Director A.J. Engelmeyer.

It was necessary to postpone the publicly noticed meeting of the evaluation committee from May 24, 2023 to the currently scheduled date of Tuesday, June 6, 2023 at 1:30 p.m. The responsibility of the Committee is to evaluate each firm's organization, experience, qualifications, similar projects and pricing proposals.

Although it was necessary to postpone the evaluation committee meeting until after the agenda item submittal deadline, it is in the best interest of the Village and its solid waste customers not to delay negotiations with the highest ranked firm. For this reason, the proposed resolution is presented for Council consideration with the ranking of the firms left blank. The Village Manager will provide a report of the Committee's evaluation and ranking of the proposals at the Village Council Meeting on June 8, 2023, in advance of Council consideration of the proposed resolution.

The proposed resolution may be amended by motion of the Village Council to insert the ranking of the proposers prior to the vote to adopt the resolution as amended.

Adoption of the resolution would approve the ranking and recommendations of the RFP 23-05 Evaluation Committee and authorize the Village Manager and Village Attorney to negotiate the terms of a contractual Services Agreement with the top-ranked firm. If negotiations with the top-ranked firm are unsuccessful, the Village Manager and Village Attorney would be authorized to negotiate with the second-ranked firm and, if necessary, third-ranked firm. Village Council approval of the Contractual Services Agreement is scheduled for the July 6, 2023 Regular Village Council Meeting.

Budget Impact:

The Village has established a Solid Waste Special Revenue Fund to account for the Village's solid waste non-ad valorem revenues and program expenditures. The Village's adopted FY 2022-2023 budget includes \$2,063,500.00 in the Solid Waste Fund for residential solid waste services expenditures. This amount was calculated based upon 4,385 residential properties to be served at \$452.13 per year (the previous annual rate per unit of \$438.96 increased by CPI of 3% or \$13.17). The total budgeted revenues in FY 2022-2023 are \$2,062,800.00 from the non-ad valorem solid waste assessments and \$1,500.00 from interest revenue. The budgeted excess of revenues over expenditures at September 30, 2023, is \$800.00. The committed fund balance in the Solid Waste Fund estimated pursuant to the September 30, 2022, audit, which is still ongoing, is approximately \$24,000.00.

The FY 2023-2024 budget would need to include costs associated with the continuation of the Village's agreement with Waste Management through December 31, 2023, under the current terms, which include a maximum 3% increase in rates based on CPI. Then rates applicable to the contract expected to be in place for services beginning January 1, 2024, would need to be analyzed and included.

Staff Impact:

The Village Manager and Village Attorney would negotiate the terms of a Contractual Services Agreement and bring back a resolution to approve the Agreement for Village Council consideration on July 6, 2023. The Village Manager is responsible for administering the contract while the Public Works Director is responsible for daily operations monitoring.

Recommendation:

It is recommended that the Village Council adopt the proposed resolution as amended to add the ranking of the proposers, thereby approving the ranking and recommendation of the evaluation committee and authorizing the Village Manager and Village Attorney to negotiate a Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services.

- Attachments:**
1. Resolution_RFQ_23-05-Solid_Waste_Recommendations_2023-06-08-RVCM
 2. Exhibit 1-Draft Agreement for waste disposal services

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RECOMMENDATIONS OF THE RFQ 23-05 EVALUATION COMMITTEE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE A CONTRACTUAL SERVICES AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") provides residential and commercial solid waste, yard waste and recycling collection and disposal services ("Solid Waste Services") to all developed properties in the Village; and

WHEREAS, the Solid Waste Services are currently outsourced through a Contractual Services Agreement with independent contractor; and

WHEREAS, the initial ten (10) year term of the current Contractual Services Agreement expires on December 31, 2023; and

WHEREAS, the Village Council directed the Village Manager to solicit proposals for the Village's Solid Waste Services for a term to begin on January 1, 2024; and

WHEREAS, the Village issued Request for Proposals ("RFP") 23-05 in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances and duly advertised RFP 23-05 for a total of seventy one (71) days from the date of release of the RFP to the final deadline date for submittal of proposals; and

WHEREAS, the Village received proposals from the following three (3) eligible firms, provided in alphabetical order: (i) Atlantic Residential, LLC, – an Atlantic Trash & Transfer Subsidiary, (ii) Island Disposal Company, and (iii) Waste Management Inc. of Florida; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review and rank eligible proposals and provide the ranking and recommendations to the Village Council; and

WHEREAS, the Committee reviewed the three (3) proposals in a duly noticed public meeting and hereby provides its ranking to the Village Council for consideration; and

WHEREAS, the Village Council finds that approval of the Committee's ranking of the three (3) firms and negotiation of a Contractual Services Agreement for Solid Waste Services is in the best interest of the Village and its residents and businesses.

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 Selection.** The Village Council hereby approves the following ranking of the firms for Solid Waste Services:

1. .
2. .
3. .

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate the terms and conditions of a Contractual Services Agreements, substantially in the form of the Draft Agreement attached hereto as Exhibit "1" as was provided as Exhibit "7" to RFQ 23-05. The Village Manager and Village Attorney shall negotiate the Agreement with the top-ranked firm. If negotiations with the top-ranked firm are unsuccessful, the Village Manager and Village Attorney are authorized to negotiate with the second-ranked firm and, if necessary, third-ranked firm.

CONTRACTUAL SERVICES AGREEMENT

FOR

**RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND
RECYCLING COLLECTION AND DISPOSAL SERVICES**

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

[insert name of selected Firm]

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CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services (this “Agreement”) is made and entered into as of this _____ day of _____, _____, by and between _____ (“CONTRACTOR”), and Islamorada, Village of Islands, Florida (the “VILLAGE”). The provisions of this Agreement shall be effective on January 1, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, it is agreed that:

1. Definition of Terms.

For the purpose of this Agreement, the following definitions shall apply. In the event of a discrepancy between a definition in this section and Chapter 403, Florida Statutes, the definition found in Chapter 403, Florida Statutes shall apply.

1.1 CONTRACTOR. [Insert name of selected firm]

1.2 Biomedical Waste. Shall mean any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

1.3 Bulk Trash. Shall mean any non-vegetative large items of various types which cannot be cut for placement as a bundle or in a Garbage Container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Carpeting of any diameter should be folded, tied and rolled or bundled and cut in lengths of six (6) feet or less since CONTRACTOR requires a special Collection Vehicle and notification to pick up this Bulk Trash.

1.4 Code. Shall mean the Code of Islamorada, Village of Islands, Florida, as amended from time to time.

1.5 Collection Services. Shall mean collectively, Solid Waste Collection, disposal and Recycling Services as provided for in this Agreement.

1.6 Collection Vehicle. A Boom Truck, Rear, Front or Side Loader/Truck, Roll-Off Truck or other vehicle used by CONTRACTOR to collect or transport or dispose of Solid Waste, Bulk Waste or Recyclable Materials. Individually, each is a Collection Vehicle.

1.7 Commercial Customer. Shall mean an owner or occupant of any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit-making in nature, including but not limited to, any office buildings, stores, markets, theaters, industrial plants, hospitals or other institutional buildings, but excluding any Residential Customers as defined in this section. For the purpose of this Agreement, "Commercial Customer" shall include an owner or occupant of any residential structures containing four (4) or more dwelling units or any structure with a use that requires an occupational license or certificate of use and occupancy for its continued operation.

1.8 Construction Debris. Shall mean materials from the construction or destruction of a structure as part of a construction or demolition project and which are generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, lumber, rocks, soils, stumps and other vegetative matter which normally results from land clearing or land development operations and other materials used for a construction or home improvement project.

1.9 County. Shall mean Monroe County, Florida.

1.10 Day. Shall mean a calendar day.

1.11 Electronic Waste (E-Waste). Shall mean, but not be limited to, discarded computers, office electronic equipment, entertainment device electronics, mobile phones and television sets.

1.12 Franchise Fee. Shall mean the payment by CONTRACTOR to the Village for use of the VILLAGE's public streets, roadways and rights-of-way based upon all gross revenue billed

from all sources for all Residential, Commercial, Special Waste and Solid Waste Collection Services provided by CONTRACTOR in the Service Area.

1.13 Garbage. Shall mean any accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

1.14 Garbage Container. Shall mean a sixty-four (64) gallon or ninety-six (96) gallon wheeled automated pick-up container provided by the CONTRACTOR clearly labeled in large, easily readable signage and colors identifying its purpose for solid waste collection; or, if non-automated, a galvanized metal, durable plastic or other suitable material, as approved by the Village Manager, provided by the CONTRACTOR, of a capacity not to exceed thirty-two (32) gallons with two handles, one on each side, or a bail by which it may be lifted, and shall have a tight fitting solid top.

1.15 Hazardous Waste. Shall mean any materials defined as hazardous waste or hazardous materials under any applicable laws, rules or regulations.

1.16 Holidays. Collectively shall mean the Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Individually, each is a Holiday.

1.17 Other Collections. Shall mean collectively Emergency Collections (as defined in Section 6.1.1 hereof), Collection Services on Holidays, and Special Collection Services.

1.18 Pickup Point. Shall mean a location designated by each Residential Customer at curbside or, if no curb, at the swale area, from and to which CONTRACTOR has unobstructed safe access at the time of collection.

1.19 Prohibited Waste. Shall mean any Hazardous Waste, Biomedical Waste, or Special Waste. Nothing herein shall be construed to require CONTRACTOR to pick up Prohibited Waste.

1.20 Recycling Container. Shall mean a sixty-four (64) gallon or ninety-six (96) gallon wheeled automated pick-up container or two (2) rigid containers, for manual collection service, made of plastic or other suitable material, as approved by the Village Manager, of approximately fourteen (14) gallons provided by the CONTRACTOR; all containers will be standard blue colored and clearly labeled in large, easily readable signage identifying its purpose as recycling collection; and including in

easily readable text and graphics a list of all approved recyclable materials and those items specifically prohibited from recycling.

1.21 Recyclable Materials. Shall mean those commingled materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) paper, newspapers including rotogravure, glossy inserts and colored sections, magazines, catalogs, telephone books and junk mail;
- (b) aluminum, ferrous, bi-metal and steel/tin food and beverage containers (containers should be clean and dry);
- (c) polyethylene terephthalate plastics (PET Number 1) including beverage containers; beer bottles, mouthwash bottles, peanut butter containers, salad dressing and vegetable oil containers; clean and dry with lids removed;
- (d) high density polyethylene plastics (HDPE Number 2) including milk jugs, juice bottles, butter and yogurt tubs, cereal box liners and containers that hold laundry detergents, bleaches, milk, shampoo and motor oil;
- (e) polyvinyl chloride (PVC Number 3) including shower curtains, baby bottle nipples; window cleaner, detergent, shampoo and cooking oil containers;
- (f) low density polyethylene (Number 4) including squeezable bottles, containers for bread, frozen food, dry cleaning, grocery and shopping bags;
- (g) polypropylene containers (Number 5) used in Tupperware type containers, syrup, ketchup, medicine and straws;
- (h) clear, brown and green glass (beverage and food containers only; clean and dry
- (i) corrugated cardboard that has been broken down and placed beside a Recycling Container;
- (j) any other material agreed to by the Village Manager and CONTRACTOR.

Recyclable Materials shall not include Prohibited Waste, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

1.22 Recycling Services. Shall mean the weekly collection, separation, or processing and reuse or return to use in the form of raw materials or products of Recyclable Materials from Residential and Commercial Customers, placed at Pickup Points commingled in Recycling Containers.

1.23 Regular Schedule. Shall mean the Initial Schedule (defined below) or any Modified Schedules (defined below).

1.24 Residential Customer. Shall mean the owner or occupant of a structure of no more than three (3) dwelling units designed for permanent residential occupancy including single-family homes, garage apartments, duplexes and triplexes.

1.25 Rubbish. Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep ups and all other accumulations of a nature, other than Garbage and Yard Trash, resulting from the normal activities of a Residential Customer or Commercial Customer.

1.26 Service Area. Shall mean all property located within the VILLAGE's corporate boundaries as defined in the Village Charter.

1.27 Solid Waste. Shall mean and includes Garbage, Rubbish, Yard Trash, Bulk Trash, White Goods, Electronic Waste or other discarded material resulting from daily residential and business activities and excludes Prohibited Waste.

1.28 Solid Waste Collection Services. Shall mean the collection of Solid Waste for each Residential and Commercial Customer and transportation to and disposal in a Solid Waste Disposal Facility.

1.29 Solid Waste Disposal Facility. Shall mean any properly permitted and licensed Solid Waste management facility which is the final resting place for Solid Waste including, but not limited to, landfills, transfer stations and incineration facilities that produce ash from the process of incinerating municipal Solid Waste.

1.30 Special Waste. Shall mean Solid Waste that requires special handling and management, including, but not limited to, asbestos, tires, Used Motor Oil (UMO), lead-acid batteries, and Biomedical Wastes, and shall include items that exceed the size limitation for Yard Trash and Bulk Trash.

1.31 Tipping Fee. Shall mean the fee per ton charged at a Solid Waste Disposal Facility.

1.32 Used Motor Oil (UMO). Shall mean used motor oil that has been refined from crude oil or synthetic oil or any oil that has been used and as a result of such use is contaminated by physical or chemical impurities.

1.33 VILLAGE. Shall mean Islamorada, Village of Islands, Florida.

1.34 Village Government Facilities. Shall mean those facilities listed in Exhibit “D”, currently owned or operated by the VILLAGE, including any additional facilities that are acquired, operated or completed by the VILLAGE.

1.35 Village Manager. Shall mean the Village Manager of Islamorada, Village of Islands, Florida, or a designee appointed by the Village Manager.

1.36 White Goods. Shall include refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

1.37 Yard Trash (Regular). Shall mean vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four (4) feet in length and four (4) inches in diameter. Yard Trash (Regular) shall include Christmas trees, regardless of size. Yard Trash (Regular) shall be containerized or bundled and tied. No bundle or filled container shall exceed 50 pounds in weight, and no more than six (6) bundles or six (6) 32-gallon containers (furnished by the customer) per residential customer shall be collected at one time. Grass clippings shall be placed in a Garbage Container.

1.38 Yard Trash (Oversize). Shall mean large cuttings of vegetative matter which are part of the normal yard maintenance of a Residential Customer, and which cannot be cut for placement in a container or bundle due to the material exceeding the weight and size restrictions for regular vegetative waste. Yard Trash (Oversize) shall be placed neatly at the Pickup Point and shall be of a type as to be readily handled by the Collection Vehicles of the CONTRACTOR and shall not exceed six (6) feet in length. Yard Trash (Oversize) shall not be commingled with Garbage, Rubbish, or Bulk Trash. Yard Trash (Oversize) does not include any form of matter or debris resulting from commercial tree removal,

land clearing, or land development. In the case of a dispute between the CONTRACTOR and a Residential Customer as to what constitutes oversize vegetative waste, the situation shall be reviewed and decided by the Village Manager, whose decision shall be final.

2. Term.

2.1 Term. The initial term of this Agreement shall be for _____ (_____) years; the “Initial Term” beginning on January 1, 2024 and terminating on _____.

2.2 Renewal Term. This Agreement may be renewed with the same terms and conditions upon written notice, by the VILLAGE to the CONTRACTOR, for one 5-year term, an “Additional Term”, which shall be agreed to by both parties no less than 90-days prior to the end of the Initial Term.

2.3 Termination for Cause. The VILLAGE may terminate this Agreement for cause as specified in Section 24 of this Agreement. Should the VILLAGE elect to terminate for cause, the VILLAGE may utilize any of the remedies listed in Section 24 or any other available legal remedies.

2.4 Payment after Termination. If terminated for cause, the CONTRACTOR shall only be paid for those services performed by the CONTRACTOR prior to the date of termination.

2.5 Transition of Services. Upon the expiration or termination of this Agreement, the CONTRACTOR shall provide assistance to the VILLAGE to assure a seamless transition of services. Such assistance shall include timely provision of route information, Residential Customer and Commercial Customer information, and any other information and assistance requested by the Village Manager for a period of thirty (30) days from the date of termination or expiration.

3. Prerequisites to Commencement of Service.

3.1 Pre-Start Route Familiarization. CONTRACTOR shall, at no charge to the VILLAGE, perform a pre-start route familiarization program in conjunction with the VILLAGE to help route drivers become aware of and familiar with the method by which Collection Services are currently being performed and with current Pickup Points.

3.2 Initial Schedule. Prior to the commencement of Collection Services, CONTRACTOR shall provide the Village Manager with a weekly schedule including the days of the week that Recycling Services, Yard Trash collection, and Garbage and Rubbish Collection Services shall

be provided to each Residential and Commercial Customer within the frequency required by this Agreement (“Initial Schedule”). The parties recognize that existing residential Collection Services in the VILLAGE are currently subject to an existing collection schedule. In order to provide seamless services to each Residential and Commercial Customer, CONTRACTOR agrees to utilize the existing collection schedule as the Initial Schedule. The Village Manager shall review and approve any Modified Schedule (defined below) prior to implementation.

3.3 Distribution of Garbage Containers and Recycling Containers / Residential. Prior to commencement of Collection Services, CONTRACTOR shall provide each Residential Customer, if collection is automated, with one (1) automated 64-gallon or 96-gallon Garbage Container and one (1) automated 64-gallon or 96-gallon Recycling Container, with the option to add, free of charge, an additional 64-gallon or 96-gallon Recycling Container upon request by the resident or if collection is manual two (2) 32-gallon Garbage Containers and two (2) 14 gallon recycling containers, at no charge to the VILLAGE or Residential Customer. If collection is automated, CONTRACTOR will provide additional 64-gallon or 96-gallon wheeled Garbage Containers to residential customers upon request, at a fee according to Pricing Sheet #1 or Pricing Sheet #4, as applicable, to be borne by the residential customer. During the Term of this Agreement and any renewals, CONTRACTOR shall own the Garbage Containers and Recycling Containers. Upon termination of this Agreement CONTRACTOR may collect the Garbage Containers and Recycling Containers from the Residential Customers. New Residential Customers shall be provided with one (1) automated 64-gallon or 96-gallon Garbage Container and one (1) 64-gallon or 96-gallon automated Recycling Container, or if non-automated two (2) 14-gallon recycling containers and two (2) – 32 gallon Garbage Containers (collectively, “Approved Containers”) by CONTRACTOR at no charge within seven (7) days of commencement of Collection Services to Residential Customers. CONTRACTOR shall provide additional Garbage Containers as requested by the Residential Customer, at an additional annual fee, according to Exhibit “A”, charged to the Residential Customer annually. CONTRACTOR shall provide Residential Customers with an - additional 64-gallon or 96-gallon Recycling Container, as requested by the Residential Customer, at no additional charge to the VILLAGE or the Residential Customer. CONTRACTOR shall provide Residential Customers with additional non-automated Recycling Containers as requested by the Residential Customer, at no cost to the VILLAGE or

the Residential Customer. Color-differentiate Garbage Containers from Recycling Containers which are to be the standard recycling blue color CONTRACTOR shall provide decals or another method of marking each Recycling Container, acceptable to the VILLAGE, with a pictorial or explanatory display identifying what Recyclable Material may be placed in the Recycling Container.

3.4 Distribution of Garbage Containers and Recycling Containers / Commercial.

Commercial Customers shall be provided with a solid waste container, with tight fitting lid, deemed sufficient in size by the CONTRACTOR and up to two (2) Recycling Containers provided by the CONTRACTOR at no charge for delivery within seven (7) days of commencement of Recycling Services to the Commercial Customer. Standard blue colored Recycling Containers for Commercial Customers shall be provided with identification and markings such as a recycle logo, different color container or white lid on dumpster to differentiate the recycling from solid waste dumpsters.

3.5 Approved Containers. All Approved Containers provided by CONTRACTOR for use by Residential Customers shall, while in the possession and control of the Residential Customer, remain the property of CONTRACTOR, and neither the Residential Customer nor the VILLAGE shall have any ownership rights to the Approved Containers. Residential Customers shall use the Approved Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

4. Commencement of Collection Services. Collection Services by CONTRACTOR shall commence on January 1, 2024 (the "Commencement Date") and shall continue without interruption throughout the Term of this Agreement.

5. Collection Services.

5.1 Collection Service to Residential Customers. CONTRACTOR shall provide Collection Services to all Residential Customers at Pickup Points within the Service Area. All Garbage Containers, Bulk Trash and Recycling Containers to be collected shall be placed within six (6) feet of the curb, paved surface of the roadway, closest accessible right-of-way, or other such location agreed to by CONTRACTOR that provides safe and efficient accessibility to CONTRACTOR's personnel and Collection Vehicles. Enclosures for Garbage Containers shall be within eight (8) feet of the paved surface or right-of-way. Fixed or permanent enclosures shall have a street side opening for the removal of the

Garbage Containers. For purposes of this Agreement, roadway or right-of-way means a road owned and maintained by the VILLAGE, the County or the State of Florida, or a road on private property for which an easement has been granted to the public. Where a resident is physically unable to deliver Garbage Container and/or Recycling Container to the Pickup Point as certified by the Village Manager, or the Residential Customer is located in such a manner as to provide non-accessibility to CONTRACTOR's personnel or Collection Vehicles, an alternative location may be arranged between the Residential Customer and CONTRACTOR at no extra cost to the Residential Customer. In the event an appropriate location cannot be agreed upon, the Village Manager shall designate the location of the Pickup Point.

5.1.1 Automated Collection Method. CONTRACTOR shall utilize a fully Automated Collection method for both Solid Waste and Recyclable Materials for Residential Customers. All Garbage, Rubbish and Recyclable Materials shall be placed only in Approved Containers at the Pickup Point by the Residential Customer. On collection day, Residential Customers shall provide unobstructed access to the Approved Containers. CONTRACTOR shall be responsible for, and shall clean up any materials spilled by the CONTRACTOR in the course of collection. The Residential Customer shall be responsible for, and shall clean up any materials spilled which do not result from CONTRACTOR's collection.

5.2 Regular Collections. CONTRACTOR shall collect, transport and dispose of all Solid Waste generated by Residential Customers in the Service Area at such frequencies as described below.

5.2.1 Garbage/Rubbish. CONTRACTOR shall collect Garbage and Rubbish from each Residential Customer at least two (2) times per week, with collections at least three (3) days apart pursuant to the Regular Schedule (each collection day being referred to as "Garbage Collection Day").

5.2.2 Yard Trash (Regular). CONTRACTOR shall collect Yard Trash (Regular) from each Residential Customer one (1) day per week pursuant to the Regular Schedule (each collection day being referred to as "Yard Trash Collection Day"). Yard Trash (Regular) shall be limited to six (6) containers or bundles per Residential Customer per Yard Trash Collection Day.

5.2.3 Recycling Materials. CONTRACTOR shall provide Recycling Services

to each Residential Customer one day per week pursuant to the Regular Schedule (“Recycling Day”). Each Residential Customer's Recycling Day shall be the same as one of the Residential Customer's Garbage Collection Days. Recycled material shall be placed at the Pickup Point, commingled in Recycling Containers as provided by CONTRACTOR.

5.2.4 White Goods and Electronic Waste. CONTRACTOR shall provide collection and disposal service of White Goods and Electronic Waste from each Residential Customer. White Goods and Electronic Waste shall be collected by CONTRACTOR within five (5) working days of receipt of a request from Residential Customer or Commercial Customer. In addition, CONTRACTOR shall provide one (1) pre-scheduled collection and disposal service of White Goods or Electronic Waste per quarter. Collection and disposal of White Goods and Electronic Waste from Commercial Customers are negotiated separately between CONTRACTOR and the Commercial Customer.

5.2.5 Bulk Trash. CONTRACTOR shall provide collection and disposal of Bulk Trash on a call-in basis and shall respond to request for service within five (5) business days.

5.2.6 Services to the Disabled. CONTRACTOR shall provide, at no additional charge, side-door Collection Services to disabled persons upon affidavits presented to the Village Manager by the resident, verified in the same fashion as disabled requirements by the State of Florida, Department of Motor Vehicles, or signed by the resident's physician.

5.2.7 Yard Trash (Oversize). CONTRACTOR shall have the capability of providing Yard Trash (Oversize) collection to Residential Customers on an on-call basis at the price as set forth in Exhibit “A”. Special Yard Trash (Oversize) collection shall occur within five (5) working days of request. Yard Trash (Oversize) shall be placed neatly at the Pickup Point and shall be of a type as to be readily handled by the mechanical collection equipment of the CONTRACTOR and shall not exceed six (6) feet in length. Yard Trash (Oversize) shall not be commingled with Garbage, Rubbish, or Bulk Trash. Yard Trash (Oversize) collection and disposal shall not be a service funded by VILLAGE but billed separately to the Residential Customer by the CONTRACTOR.

5.2.8 Chemicals/Paint/Fuels. CONTRACTOR shall provide quarterly Household Hazardous Waste disposal events for Residential Customers at mutually agreed upon central locations,

dates and times to collect and dispose of batteries, tires, chemicals, paints and fuels brought in by residents of the VILLAGE. Commercial Customers shall not be afforded this service.

5.2.9 Yard Trash (Regular Extra Containers or Bundles). The CONTRACTOR shall pick up additional containers or bundles of Yard Trash (Regular) in excess of the amount specified in Paragraph 5.2.2, provided each extra container or bundle is marked with a permit or sticker issued by the CONTRACTOR obtained by request of the Residential Customer.

5.2.10 "TAG" Notification. When Garbage and Rubbish, Yard Trash, Bulk Trash, or Recyclable Materials are not properly prepared for collection, the CONTRACTOR shall provide written notification to the customer. The written notification shall be in the form of a "TAG". The "TAG" shall identify the problem(s) as to why the Garbage and Rubbish, Yard Trash, Bulk Trash or Recyclable Materials were not collected, the dates of the occurrence and indicate the proper disposal method and provide CONTRACTOR contact information. CONTRACTOR shall maintain a copy of such "TAG" notice to be provided to the Village Manager or designee upon request.

5.3 Commercial Solid Waste Collection Services. In the event the Commercial Customer and CONTRACTOR cannot reach an agreement as to the level and type of service to be provided, the Village Manager shall make a decision, binding on both parties, including the location and size of containers and the required number of collections per week. All Garbage, Rubbish, Yard Trash and Bulk Trash of Commercial Customers shall be placed in a container. All containers shall be kept in a safe, accessible location agreed upon between CONTRACTOR and the Commercial Customer. If a location cannot be agreed upon, the Village Manager shall determine the location.

5.3.1 Regular Collection. CONTRACTOR shall collect and dispose of Solid Waste (excluding White Goods) from Commercial Customers in the Service Area at the rates specified in Exhibit "A" of this Agreement. A minimum of one (1) day per week service is required for all Commercial Customers, or such other minimum frequency as provided by law. Such service shall be provided by mechanical container with a lid, provided by CONTRACTOR at rates listed in Exhibit "B". The size of the container, days of collection and the frequency of collection shall be determined between the customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Garbage, Rubbish, Yard Trash or Bulk Trash shall be placed outside or above lid level of the container. Storage

capacity shall be suitable for the amount of waste generated by the Commercial Customer. CONTRACTOR shall have exclusive rights to solid waste collections in the VILLAGE.

5.3.2 Recycling. The CONTRACTOR shall provide Recycling Services to each Commercial Customer a minimum of one (1) day per week. The Collection Day shall coincide with the CONTRACTOR's Collection Day for the Residential Customers in the same geographic area., CONTRACTOR shall not have exclusive rights to recycling collections.

5.3.3 Disputes. In the event the Commercial Customer and CONTRACTOR cannot reach an agreement as to the level and type of service to be provided, the Village Manager shall make a decision, binding on both parties, including the location and size of containers and the required number of collections per week.

5.3.4 Containers/Commercial Solid Waste. All Solid Waste of Commercial Customers shall be placed in an approved container. All containers shall be kept in a safe, accessible location agreed upon between CONTRACTOR and the Commercial Customer. If a location cannot be agreed upon, the Village Manager shall determine location. All containers shall mean any metal or plastic container, with a capacity of one cubic yard up to and including eight cubic yards designed or intended to be mechanically dumped into a picker-loader type truck, including a Compactor. All such containers must be clearly marked in a manner as to prohibit their use for the disposal of Hazardous Waste, , biological, or Bio-Medical Waste or Sludge. Any container damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR within seven (7) days.

5.3.5 Containers/Recycling. Commercial Customers generating Recyclable Materials shall be offered options of sizes of containers for Commercial Recycling Service at the rates specified in Exhibit "B". CONTRACTOR shall provide Recycling Containers in standard recycling blue color and Recycling dumpsters shall have a distinguishable white or yellow lid.

5.3.6 Containers/Repair/Replacement. The CONTRACTOR is required to keep Containers emptied by mechanical means, cleaned and suitably painted to present a pleasing appearance. The CONTRACTOR shall submit, annually, a schedule showing the frequency of the cleaning and painting of the Containers. The CONTRACTOR, at the beginning of the tenth (10th) month

of the Agreement, begin a program which will provide for each customer to receive a reconditioned or new container during the succeeding twelve (12) month period and each twelve (12) month period thereafter. The CONTRACTOR shall provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule. The CONTRACTOR shall submit to the VILLAGE for the VILLAGE's approval a schedule showing how the change-out of the containers is to be accomplished and a schedule showing the frequency of the cleaning, deodorizing and painting of Containers. All Containers shall be maintained in a reasonable, safe working condition and shall be painted a uniform color. The requirement for annual replacement of Containers may be foregone if the CONTRACTOR implements an inspection program after the beginning of the tenth (10th) month of the Agreement. Commercial customers shall file the request for the Container replacement with the CONTRACTOR. Any container damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR, at the CONTRACTOR'S expense, within seven (7) days at no cost or inconvenience to the customer. In the event the source of damage cannot be agreed upon by the customer and the CONTRACTOR, the VILLAGE shall mediate the dispute.

5.3.7 Commercial Customers/Perishables. Any Commercial Customer that generates waste of a perishable type, including but not limited to, restaurants, bars, fishing tours and bait shops, shall have a minimum of three (3) collections per week, unless otherwise approved in writing by the Village Manager. All perishable waste must be placed in leak-proof plastic bags prior to placement in the container. Commercial Customers with large roll-off self-contained compactors are to be collected a minimum of one (1) day per week. Grouped Residential Dwelling Units treated as Commercial Customers pursuant to Section 5.9 require a minimum collection of two (2) days per week.

5.4 VILLAGE Collections. Collection Services shall be provided to the Village Government Facilities listed in Exhibit "D" ("Village Government Facilities") at no charge. This includes accumulated Yard Trash (Regular and Oversize) collected by VILLAGE staff. CONTRACTOR shall provide to the VILLAGE, in addition to the locations listed in Exhibit "D," at no charge, twenty-four (24) annual collections of Yard Trash (Oversize) within five (5) days of receipt of request by VILLAGE at any location within the Service Area. Any quantity up to a 40-yard roll-off container may constitute a single collection. Such collections may be Yard Trash and/or any other Bulk Trash requested by the VILLAGE.

5.5 Changes to Initial Schedule. The VILLAGE shall be immediately notified in writing of any changes to the Initial Schedule. Any permanent changes to the Initial Schedule ("Modified Schedule") that alter the day of any collection are subject to prior approval by the Village Manager. CONTRACTOR shall notify each affected Residential Customer at least seven (7) days prior to the effective date of any Modified Schedule, in a newspaper of general circulation in the VILLAGE and by direct notification to each customer. The cost of publication shall be borne solely by CONTRACTOR.

5.6 Hours of Collection. Residential Collection Services performed pursuant to this Agreement shall begin no earlier than 7:00 a.m., and shall be completed no later than 7:00 p.m. Monday through Saturday. Commercial Collection Services performed pursuant to this Agreement shall begin no earlier than 6:00 a.m. and shall be completed no later than 7:00 p.m. Monday through Saturday. Collection Services shall not take place on Sunday. In the case of an emergency or breakdown of Collection Vehicles, Collection Services may be permitted on Sundays or during times not permitted by this paragraph, provided CONTRACTOR has received prior verbal approval from the Village Manager, to be later evidenced by a written memorandum from the Village Manager confirming the approval. Exceptions to the hours and days of Collection Services set forth above shall be approved by the Village Manager.

5.7 Protection of Property. CONTRACTOR shall conduct Collection Services in such a manner as to avoid damage to private and public property, including but not limited to containers, racks, fences, trees, shrubs, flowers and other plants, and shall immediately repair or pay for any damage caused by its operations. In the event that repairs are not made or damage paid for within fourteen (14) working days and to the satisfaction of the Village Manager, the Village Manager may make such repairs or pay for such damage and deduct the cost from amounts due to CONTRACTOR pursuant to this Agreement. CONTRACTOR shall provide Collection Services with a minimum disturbance to Residential Customers and to the neighborhood.

5.8 Spillage. CONTRACTOR shall make every effort to minimize leaks, litter and spillage from Collection Vehicles occurring on public or private property as a result of Collection Services. In the event of any litter, leaks or spillage caused by CONTRACTOR, cleanup shall occur within two (2) hours of notice to CONTRACTOR from the VILLAGE or a Residential or Commercial Customer. In the event that litter, leaks or spillage is not picked up or cleaned up within four hours, the VILLAGE may, in

its sole discretion, collect the litter, leaks or spillage and deduct from amounts owed CONTRACTOR the cost for the collection or cleanup.

5.9 Billing Option of Residential Dwelling Units of 3 or Less. Notwithstanding the definitions of Residential or Commercial Customers as provided in Sections 1.23 and 1.7, respectively, any Commercial Customer that consists solely of residential dwelling units of 3 or less may request in writing to CONTRACTOR that each dwelling unit receive Residential Customer Collection Service. CONTRACTOR shall forward this request to the Village Manager, who, in his sole discretion, may authorize the change of billing classification to Residential Customer Collection Services. Any change in classification granted in this subsection shall be effective for billing purposes on the next subsequent October 1, following the request for reclassification.

5.10 Billing Option for Grouped Residential Dwelling Units to be treated as Commercial Customer. In some instances, condominium/homeowners associations (HOAs) meeting the definition of Residential Customer pursuant to Section 1.24 would prefer to be treated as a Commercial Customer under Section 1.7 to minimize or avoid garbage trucks entering the respective neighborhoods to collect Garbage, Rubbish, Recyclable Materials and Yard Trash. In this case, the HOAs may request a commercial account and receive an appropriately sized dumpster with recycling bins and location for disposal of Yard Trash and request to be removed from the non-ad valorem assessment roll. After these HOAs have made contact with Contractor to set up the commercial account and be billed directly by Contractor for services, the HOA shall submit a request in writing to the VILLAGE to be removed from the non-ad valorem tax roll for solid waste assessments for residential services. Depending on the effective date of the change, the VILLAGE will refund pro-rated solid waste assessment amounts to the individual homeowners comprising the HOA. Should the HOA want to revert back to individualized residential services as a Residential Customer, the request should be submitted to the VILLAGE by August 1 of any year to go into effect October 1. Determination of preference among residential dwelling units comprising the HOAs as to billing option as Residential or Commercial Customer is the responsibility of the units comprising the HOAs. If the HOA chooses to be billed as a Commercial Customer, then once the Contractor is notified by the HOA, the Contractor will begin providing one invoice to the HOA as the bill for the entire community (no

individual dwelling unit invoicing is permitted).

6. Other Collections.

6.1 Severe Weather/Emergencies.

6.1.1 Emergency Collections/Charges. In case of severe weather which may create a danger to CONTRACTOR personnel or the public, the Village Manager may grant CONTRACTOR the right to temporarily vary from the Regular Schedule. In the case of severe weather or emergencies where it is necessary for CONTRACTOR to acquire additional Collection Vehicles and to hire extra personnel to clear the VILLAGE of debris resulting from the severe weather ("Emergency Collections"), CONTRACTOR shall be required to cooperate with the VILLAGE on a priority basis in all possible ways for the efficient and rapid clean-up of the VILLAGE. CONTRACTOR shall receive extra compensation above that set forth in this Agreement for Emergency Collections, provided CONTRACTOR has first secured prior written authorization from the Village Manager based on rates jointly agreed to by the Village Manager and CONTRACTOR. The VILLAGE may contract with other firms or units of government to provide the Emergency Collections. As soon as practical, after severe weather or an emergency, CONTRACTOR shall advise the Village Manager and Residential and Commercial Customers of the estimated time required before Regular Schedules can be resumed. CONTRACTOR acknowledges VILLAGE has contracts with other contractors to provide emergency services and accordingly CONTRACTOR has no right or entitlement to provide these services to the VILLAGE; however CONTRACTOR agrees to do so upon request of the VILLAGE and on the foregoing terms.

6.2 Holidays. CONTRACTOR shall be obligated to provide Collection Services on Holidays, excluding Christmas Day, to Commercial Customers. CONTRACTOR shall not be obligated to, but may provide, collection services on Holidays for Residential Customers. Holidays include the Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and New Year's Day. All portions of the Service Areas not provided service on Holidays shall be provided service the day after each Holiday. CONTRACTOR shall be responsible to advertise to the public seven (7) days prior to any regularly scheduled Collection Day changes.

6.3 Special Collections. From time to time the VILLAGE or Residential Customers may have the need for Solid Waste collections, including Garbage and Rubbish, Yard Trash (Regular), White Goods, Special Waste, Yard Trash (Oversize) and Bulk Trash, in addition to the Regular or Modified Schedule ("Special Collections"). CONTRACTOR shall provide Special Collections as requested by the VILLAGE or Residential Customer within five (5) working days from the date of the request at the rates listed in Exhibit "A." Special Collections requested by a Commercial/Residential Customer shall be billed by CONTRACTOR directly to the customer. Prior to making a Special Collection for a Residential Customer, CONTRACTOR shall provide that Residential Customer with a firm written proposal as to the total cost of the Special Collection. No additional costs beyond those listed in the written proposal may be charged by CONTRACTOR. Notwithstanding the provisions of this section, the VILLAGE reserves the right to contract with other entities or directly provide Special Collections.

6.4 Battery Bag Collection. Battery Bags for button cell batteries for residential home use shall be compliant with industry standards and shall be supplied by CONTRACTOR upon request of the Residential Customer.

7. CONTRACTOR Personnel. CONTRACTOR shall provide, at its own expense, all labor and supervision necessary to provide the Collection Services as set forth in this Agreement.

7.1 CONTRACTOR Officer(s). CONTRACTOR shall assign a qualified person or persons to be responsible for the Collection Services under this Agreement. CONTRACTOR shall provide in writing the names of those persons to the VILLAGE. Information regarding each person's experience and qualifications shall also be furnished.

7.2 Assignment of Personnel. Specific CONTRACTOR personnel shall be assigned to regularly service each Residential Customer. CONTRACTOR shall make every effort to ensure consistency in the personnel servicing each route.

7.3 Conduct of Personnel. CONTRACTOR's personnel shall serve the public in a courteous, helpful and impartial manner. CONTRACTOR's personnel shall use available sidewalks and walkways for pedestrians. Trespassing by personnel shall not be permitted. Personnel shall not cross the

property of one Residential Customer in order to service another Residential Customer unless residents or owners of both such properties shall have given permission in writing to the CONTRACTOR.

7.4 Personnel Uniforms. While providing Collection Services, CONTRACTOR's personnel shall wear a clean uniform including a shirt or overalls with the employer identification and the personnel's first name written in letters at least one inch high, uniform in type. CONTRACTOR shall keep a record of personnel names, numbers and route assignments in a manner to allow identification of the personnel at all times. CONTRACTOR shall provide its then current personnel list and route assignments to the VILLAGE upon request of the Village Manager on the Commencement Date and annually thereafter on each anniversary of the Commencement Date and at any time upon written request of Village Manager. Each driver of a Collection Vehicle shall at all times carry a valid Florida Driver's License for the type of vehicle being operated.

7.5 Residents. CONTRACTOR shall, wherever possible, recruit and employ its personnel performing services under this Agreement from among residents of the VILLAGE.

7.6 Equal Opportunity. No person shall be denied employment by CONTRACTOR for reasons of race, sex, national origin, creed, age, or religion.

7.7 Full Time Personnel. All personnel assigned to provide Collection Services in the VILLAGE shall be full-time or regular part-time CONTRACTOR personnel and shall not be subcontractors.

7.8 Dismissal. CONTRACTOR shall, upon receipt of a request from the Village Manager, immediately exclude any personnel of CONTRACTOR from providing Collection Services pursuant to this Agreement.

8. Collection Vehicles and Equipment.

8.1 Quality and Quantity. CONTRACTOR shall have on hand at all times and in good working order such Collection Vehicles, machinery, tools, accessories and other items necessary to perform Collection Services under this Agreement (collectively "Collection Equipment"). Collection Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection, recycling and disposal equipment. All Collection Equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

8.2 Collection Vehicles and Equipment – Description and Replacement. All Collection Vehicles and other vehicles used by CONTRACTOR to provide Collection Services (“Other Vehicles”) shall be equipped with two-way radios. All Collection Vehicles and Other Vehicles are to be painted uniformly with the name of CONTRACTOR, business telephone number and the number of the vehicle in letters not less than five inches high on each side of the vehicle. All Collection Vehicles and Other Vehicles shall be numbered and a record kept by number and utilization. CONTRACTOR shall provide serviceable and adequate equipment at start-up and shall maintain all equipment in accordance with the life expectancy of the equipment. This will include a vehicle for the supervisor overseeing the VILLAGE operations and one (1) “clam” shell truck, operated by the CONTRACTOR, available to the VILLAGE at all times. On the Commencement Date and annually thereafter on each anniversary of the Commencement Date, and at any time upon the written request of the Village Manager, the CONTRACTOR shall provide the Village Manager with a list of current equipment, specifying function, age and anticipated replacement dates. The Village Manager may at any time, upon written notice to the CONTRACTOR and at no additional cost to the VILLAGE, require the repair or replacement of equipment as reasonably necessary for the CONTRACTOR to perform the services and/or for safety concerns.

8.3 Reserve Collection Equipment. The CONTRACTOR shall provide sufficient reserve collection equipment, in proper operating condition to maintain regular schedules and routes of collection.

8.4 Advertising. No advertising shall be permitted on Collection Vehicles.

9. Containers/Residential Collection.

9.1 Generally. Residential Customers shall place Garbage/Rubbish in Approved Containers.

9.2 Handling of Containers. Garbage Containers and Recycling Containers shall be handled carefully by CONTRACTOR, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left bottom up or upright. If an item is found in a Recycling Container that is not Recyclable Material, it shall be left in the Recycling Container with written notification to the effect that

the item was not acceptable. Covers on Garbage Containers shall be closed and Garbage Containers returned to the Pickup Point. In the event of damage caused by CONTRACTOR to Garbage Containers or Recycling Containers, other than normal wear and tear, CONTRACTOR shall be responsible for the timely repair or replacement of the Garbage Container or Recycling Container within four (4) days of receiving a complaint from the Residential Customer or the Village Manager.

9.3 Garbage Containers and Recycling Containers. Containers shall be provided to each Residential Customer by the CONTRACTOR pursuant to Section 3.3

10. Disposal of Solid Waste. CONTRACTOR hereby represents and warrants that it shall dispose of the Solid Waste collected pursuant to this Agreement at a county or state-permitted Solid Waste Disposal Facility. CONTRACTOR shall notify the VILLAGE in writing on the Commencement Date and on the anniversary date thereof which Solid Waste Disposal Facility is being used for Solid Waste collected pursuant to this Agreement ("Current Solid Waste Disposal Facility").

10.1 Disposal of Recycling Materials. CONTRACTOR hereby represents and warrants that it shall dispose of Recycling Materials collected pursuant to this Agreement at a County or State permitted Recovered Materials Processing Facility. CONTRACTOR shall notify the VILLAGE in writing on the Commencement Date and on the anniversary date thereof which Recovered Materials Processing Facility is being used for Recycling Materials collected pursuant to this Agreement ("Current Recovered Materials Processing Facility").

11. Compensation to CONTRACTOR.

11.1 Monthly Residential Fee. The VILLAGE shall pay CONTRACTOR the sum of \$_____ per month per Residential Customer (the "Monthly Residential Fee") as full compensation for the performance of regular schedule Residential Collection Services.

11.2 Monthly Commercial Fee. The CONTRACTOR shall charge fees for Commercial Customers at the rates established in Exhibit "B", Commercial Pricing Schedule.

11.3 No Fee for VILLAGE Collections. There shall be no compensation paid by VILLAGE or franchise fee credits to CONTRACTOR for collections at Village Government Facilities for any services.

11.4 Favored Nations Clause. In the event a neighboring municipality or Monroe County negotiates a more favorable rate than the VILLAGE for the provisions of the same or substantially the same services provided in this Contract, the CONTRACTOR shall be required to, upon execution of the Contract with the neighboring municipality or the county, reduce the rates charged to the VILLAGE to be equal to or lower than the rates charged the neighboring municipality or the county. Neighboring municipality shall mean municipalities within Monroe County.

12. Billing.

12.1 Residential and Commercial Billing. The VILLAGE shall be responsible for billing of all Residential Customer Collection Services. CONTRACTOR shall be responsible for billing of all Commercial Customer Collection Services and Special Waste Collection Services. CONTRACTOR shall provide the VILLAGE with a copy of each Commercial Customer's agreement for services and shall provide a monthly report to include all billing (Solid Waste and Special Waste Collection Services) on a timely basis. CONTRACTOR shall invoice each Commercial Customer on a monthly basis. The invoice shall include a breakdown of all charges per cubic yard as well as all Special Waste Services provided to the Commercial Customer.

12.2 Invoices. CONTRACTOR shall submit an invoice to the VILLAGE by the 10th day of each month for Residential Customer Collection Services rendered during the preceding month. Each invoice for Residential Customer Collection shall include a deduction for monthly Franchise Fees related to the previous month for Residential Customer Service Collection, calculated as provided in Section 13.2 below. Invoices for Commercial Customers are determined as provided in Section 13.3 below. Payments shall be made to CONTRACTOR (related to Residential Customer Collection Services) by the VILLAGE on or before the 20th day of the following calendar month upon verification of the invoice submitted. The number of Residential Customers served and a copy of the Complaint Register shall be furnished by CONTRACTOR to the VILLAGE along with each invoice.

12.3 Billing Adjustment Procedures. On the first day of each month the number of Residential Customers may be adjusted by the VILLAGE, if necessary, to correspond with Collection Services being provided. This adjustment will result in a variation in fees. The parties agree that there shall be no fluctuation, however, in the quality or quantity of services provided to each Residential

Customer, regardless of seasonal population fluctuation. The Village Manager shall notify CONTRACTOR verbally, and shall confirm in writing within 15 days of any Residential Customer to which Collection Services should be terminated and of any Residential Customer to which Collection Services should be commenced. Collection Services shall commence or terminate as appropriate at the next Regular Schedule Collection Day after verbal notification.

12.4 Cost of Living Adjustments. Beginning on October 1, 2024, and annually thereafter on the anniversary thereof, CONTRACTOR's fees, whether paid by the VILLAGE or billed directly to the customer, shall be automatically adjusted to reflect the increase or decrease in the cost of doing business, measured by the fluctuation in the Consumer Price Index (CPI) (All Urban Consumers, Miami-Fort Lauderdale, Florida) for all items, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the percentage change in the CPI from the previous June to June of the year in which the adjustment is effected, or the closest annual period, should the statistics for the June to June period cease to be published. Notwithstanding the foregoing, the annual CPI adjustment shall not exceed an increase or decrease of more than five (5) percent.

13. Franchise.

13.1 Exclusive Rights. To the extent permitted by law, the VILLAGE hereby grants CONTRACTOR the exclusive franchise right and the full obligation during the Term of this Agreement and any Additional Term, for the collection, hauling and disposal of all Residential Customer and Commercial Customer Solid Waste within the Service Area, with the exception of Commercial Customer Recycling Services and roll-on, roll-off service. Pursuant to Florida law, the VILLAGE has the lawful authority to enter into this Agreement. If at any time during the Term of the Agreement, a court or change in law affects the VILLAGE's ability to grant the exclusive franchise rights specified in this Agreement, the VILLAGE shall not be liable to the CONTRACTOR for any losses or damages sustained by the CONTRACTOR by any such change.

13.2 Franchise Fees. As consideration for granting this franchise and for use of the VILLAGE's roads, streets and rights-of-way, CONTRACTOR shall pay the VILLAGE a Franchise Fee as follows: Fifteen percent (15%) of all gross revenues billed (by both CONTRACTOR and the VILLAGE) from all sources of Collection Services, Residential and Commercial, within the Service Area.

13.3 Franchise Payments. CONTRACTOR shall calculate residential Franchise Fees due to the VILLAGE on a monthly basis. Invoices submitted by CONTRACTOR by the 10th day of each month for services rendered and billed in the preceding month shall include a deduction for the corresponding Franchise Fee for the same period. CONTRACTOR shall pay the Commercial Franchise Fee to the VILLAGE on a quarterly basis on the 20th day of the month immediately following the end of the prior quarter. A clear and concise report summarizing all billing for the corresponding quarter with sufficient documentation to determine the calculation of the Franchise Fee shall be provided by CONTRACTOR with each payment.

14. Ownership of Recyclable Materials. CONTRACTOR shall be the owner of all Recyclable Materials it collects from Residential Customers and may recycle, process, or sell the Recyclable Materials, at its discretion. Neither the VILLAGE nor the Residential Customers shall be entitled to the proceeds of any sale of processed or unprocessed Recyclable Materials.

15. Disposal of Non-Saleable Recyclable Materials. In the event Recyclable Materials are not saleable and must be disposed of at a solid waste disposal facility, the CONTRACTOR shall not charge the VILLAGE for the number of tons of material so disposed.

15.1 Revenue Generated from Recyclable Materials. The CONTRACTOR shall account for all revenues generated through recycling and report all such revenues to the VILLAGE on a monthly basis. The revenue amounts are to be verified by accompanying receipts from the purchaser of the recyclable material and the CONTRACTOR shall retain all revenues generated from the sale of the recyclables.

16. Agreement Performance.

16.1 Unsatisfactory Performance. If at any time during the Term or any Additional Term of this Agreement, CONTRACTOR's performance is considered unsatisfactory to the Village Manager, upon notification of the unsatisfactory performance, CONTRACTOR shall immediately take all steps necessary to satisfactory perform this Agreement, including but not limited to increasing the work force, or increasing or repairing tools and Collection Equipment as needed. The failure of the Village Manager to give such notification shall not be a precondition to the exercise of other rights of the

VILLAGE under this Agreement nor relieve CONTRACTOR of its obligation to perform in the manner specified in this Agreement.

16.2 Information. CONTRACTOR shall furnish the Village Manager any information relating to this Agreement deemed necessary by the Village Manager, in the Village Manager's sole discretion, to ascertain whether or not Collection Services are being performed in accordance with the requirements of this Agreement.

16.3 Inspection. The Village Manager may inspect CONTRACTOR's operations and Collection Equipment upon reasonable notice to CONTRACTOR. CONTRACTOR shall permit the Village Manager to make such inspections at reasonable times and places.

17. Complaints and Complaint Resolution Penalties.

17.1 Customer Service. CONTRACTOR shall have designated customer service representatives available by phone to address any and all resident and/or Village concerns. The customer services shall include a responsible person in charge with the ability to communicate with the public during collection hours. After hours of operation, the CONTRACTOR shall provide a telephone answering service and contact person during non-office hours for the receipt of customer inquiries. The contact person shall have the ability to authorize operations in the case of situations requiring immediate attention. In the event of a dispute between CONTRACTOR and a Customer as to whether an item falls within a particular category of Solid Waste or Prohibited Waste, the situation shall be reviewed and resolved by the Village Manager at his/her sole discretion.

17.2 Complaint Register. CONTRACTOR shall prepare and maintain, in accordance with a format approved by the Village Manager, a written register of all complaints received, indicating the disposition of each complaint ("Complaint Register"). The Complaint Register shall be available for inspection by the Village Manager at all times during which the office is open. The Complaint Register shall indicate at a minimum, the name and address of the complainants, the date and hour on which the complaint was received, the nature of the complaint, and the date and hour on which it was resolved.

17.3 Response to Complaints. Ensure two (2) hour maximum response time for cleanup of spillage by the CONTRACTOR, twenty-four (24) hour response time for missed or delayed collections, and five (5) day response time for special collections of Bulk Trash, oversized Yard Trash,

White Goods, Electronic Waste and additional garbage collections. Requested Garbage Containers or Recycling Containers shall be delivered within five (5) working days of receipt of request. When complaint received on a day preceding a holiday or the weekend, the complaint shall be resolved no later than the next working day.

17.4 Reports. The Complaint Register shall be submitted to the Village Manager each month together with the monthly invoice.

17.5 Disputes. Unresolved disputes between CONTRACTOR and Customers shall be referred to the Village Manager whose decision shall be final and binding on the CONTRACTOR.

17.6 Penalties. CONTRACTOR shall be assessed penalties by the Village Manager for failure of performance in accordance with the Penalty Schedule attached as Exhibit "E," which amounts shall be deducted monthly from payments due CONTRACTOR by the VILLAGE.

18. Reports.

18.1 Annual Reports. For purposes of this section, CONTRACTOR agrees to utilize the VILLAGE's fiscal year, October 1 through September 30, as the period for annual reporting and to calculate Franchise Fees. No later than December 1, following each fiscal year, CONTRACTOR shall submit to the VILLAGE a report containing the following information for the previous fiscal year:

18.1.1 Total Solid Waste tonnage collected.

18.1.2 Total Tipping Fees paid to dispose of the Solid Waste.

18.1.3 Gross Billing for all Residential and Commercial Solid Waste collection, including all Special Services, within the Service Area.

18.1.4 Total Recyclable Material collected and recycled at an approved recycling facility.

18.1.5 Proof that all insurance and bonds required by this Agreement are in effect.

18.1.6 Other information and data as requested by the Village Manager, except information which is held by CONTRACTOR as proprietary or confidential.

18.1.7 Complaint Register.

18.1.8 Annual Audit.

18.1.9 Proof of informational and educational outreach efforts.

18.1.10 List of dates and locations of speaking engagements promoting the VILLAGE's Recycling Services program.

18.2 Monthly Reports. The CONTRACTOR shall provide the following reports on a monthly basis in a form and format approved by the VILLAGE:

18.2.1 The list required by Section 13.3.

18.2.2 A list of addresses that received a "TAG" and other details including attempts to follow up pursuant to Section 5.2.11.

18.2.3 A summary report by ton for all Solid Waste disposed of within the VILLAGE, including copies of disposal tickets.

18.2.4 A Recyclable Materials status report, to include a summary of all tonnages of recyclables collected by category. Report shall list any details of problems in the Recyclable Materials collection operation and measures taken to resolve problems, increase efficiency, and household participation. At a minimum, a breakdown of estimates of the following items shall be included in the reporting: Newspaper, glass, aluminum cans, steel cans, ferrous metals, non-ferrous metals, plastic bottles, other plastics, corrugated paper, office paper, other paper and Yard Trash (Regular and Oversize).

19. Subcontractors. CONTRACTOR shall not employ subcontractors to perform collection, disposal and hauling services pursuant to this Agreement without prior written approval by the VILLAGE.

20. Performance Bond. As additional security for the CONTRACTOR's obligations under the Agreement, the CONTRACTOR shall obtain and maintain a Performance Bond. The Performance Bond shall be renewed annually and must be in form acceptable to the VILLAGE. The surety company shall be acceptable to the VILLAGE and authorized to do business in the State of Florida.

20.1 Amount of Bond. CONTRACTOR shall, prior to the Commencement Date, furnish to the VILLAGE a Performance Bond in the amount of \$1,000,000 in a form acceptable to the VILLAGE.

20.2 Surety Companies Acceptable to the VILLAGE. The Performance Bond must be executed by a surety company acceptable to the VILLAGE and authorized to do business in the State of Florida. To be acceptable to the VILLAGE as Surety for Performance Bond, a Surety Company shall comply with the following provisions: (1) the surety company shall have a currently valid Certificate

of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida; (2) the surety company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code; (3) the surety company shall be in full compliance with the provisions of the Florida Insurance Code; (4) the surety company shall have at least twice the minimum surplus and capita required by the Florida Insurance Code at the time the RFP was issued; (5) the surety must have a registered agent in the State of Florida; meet all of the requirements of the laws of Florida and the regulations of the VILLAGE and the VILLAGE's approval; and (6) the surety company shall have a minimum rating of A-/VII as rated by A.M. Best.

The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida Department of Insurance to do business in this State has been met. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

21. Indemnification. The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and paralegals' fees and court and witness fees whether in litigation, appeal or as a part of settlement negotiations, arising out of or resulting from the Collection Services (or non-performance thereof); provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission or as an act of intentional misconduct of the VILLAGE, the CONTRACTOR, any sub-contractor, any sub-subcontractor or anyone directly or indirectly employed or contracted by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, except the CONTRACTOR shall not have to indemnify and hold harmless the VILLAGE if such claim, damage, loss and expense is the result of

the sole negligence or as an act of intentional misconduct of the VILLAGE or any of its employees.

The CONTRACTOR agrees to indemnify and save the VILLAGE and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from the CONTRACTOR's infringement of patent, trademark, or copyright, including any acts or non-acts of sub-contractor or sub-subcontractor or those individuals under the control or direction of any of the foregoing.

The CONTRACTOR agrees to indemnify and hold harmless the VILLAGE and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from any acts or non-acts by the CONTRACTOR, and sub-contractor or sub-subcontractor or those individuals under the control of direction of any of the foregoing, without limitation, for any of the following:

- Performance or the omission to perform the collection, transport, delivery, and disposal of Garbage/Rubbish, Bulk Trash, and Recyclable Materials, and Yard Trash with or without a “claw” truck, Garbage/Rubbish using Roll-Off Containers;
- The furnishing or failure to furnish, deliver, or pick-up any Garbage Containers, Commercial Garbage Containers, Recycling Containers, and Roll-Off Containers;
- The administration of or failure to administer this Agreement;
- The hiring or omission to hire or supervise any employees or labor in or for the performance of the Collection Services pursuant to this Agreement;
- The obtaining, use, maintenance, and operation of equipment in furtherance of the performance of Collection Services pursuant to this Agreement;
- The employment of or failure to employ safety measures or equipment in the performance of the Collection Services pursuant to this Agreement;
- The marketing of Recyclable Materials;
- The establishment and operation of office facilities;
- The compliance with or failure to comply with any laws, administrative rules or regulations, or ordinances in the performance of (or failure to perform) the Collection Services pursuant to

this Agreement; and

- The performance or non-performance of any requirements, duties, obligations, or tasks required to be performed by or for the CONTRACTOR pursuant to or as a result of this agreement.

The VILLAGE reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement, the cost and fees of which shall be timely and promptly paid for by the CONTRACTOR. Nothing contained herein is intended to nor shall it be construed to waive VILLAGE's rights and immunities under the common law, the U.S. or Florida Constitution, or Section 768.28 Florida Statutes as amended from time to time. The CONTRACTOR agrees that this Agreement or any subcontract or sub-subcontract hereof, or agreement relating to the Collection Services shall not be construed to be an agreement subject to Section 725.06 or 725.08, Florida Statutes, and the CONTRACTOR also agrees that its obligations to indemnify the VILLAGE is not in any way limited by Section 725.06 and 725.08, Florida Statutes.

This section shall be in addition to and separate from any insurance or bond provided for by or pursuant to this Agreement. This section relating to indemnification shall survive the termination of this Agreement.

22. Insurance.

Upon execution of this Agreement, the CONTRACTOR shall, at their own expense, procure and maintain throughout the term of this Agreement and any renewals thereof, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy (ies), CONTRACTOR shall provide to the VILLAGE a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, CONTRACTOR shall furnish the Village with:

- A. A fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copies of the actual additional insured endorsements as issued on the Commercial General Liability, Automobile Liability, and

Environmental/Pollution Liability policies, signed by an authorized representative of the insurer(s) verifying inclusion of the VILLAGE and the Village's council members, officials, officers and employees as additional insureds;

- B. The original of the policy(ies); or
- C. Other certified copy evidence satisfactory to the VILLAGE.

Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such certified insurance.

If requested to do so by the VILLAGE, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from the VILLAGE, provide the VILLAGE with a certified, complete copy of the policies of insurance providing the coverage required.

22.1 Workers' Compensation/Employer's Liability Insurance

Workers' Compensation Policy shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the VILLAGE with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 5,000,000	Each Accident
	\$ 5,000,000	Disease - Policy Limit
	\$ 5,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the VILLAGE, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the VILLAGE, and its council members, officials, officers and

employees scheduled thereon.

22.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below.

The VILLAGE and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insured's" on a form no more restrictive than ISO Form CG 20 10 11/85 or its equivalent, to include coverage for products and completed operations (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the VILLAGE with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	General Aggregate
\$ 5,000,000	Products/Completed Operations Aggregate
\$ 5,000,000	Personal and Advertising Injury
\$ 5000,000	Each Occurrence

22.3 Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The VILLAGE and the Village's council members, officials, officers, agents and employees shall be included as "Additional Insured". The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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22.4 Environmental / Pollution Liability Insurance.

Environmental/Pollution Liability insurance shall cover the CONTRACTOR for liability

resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Coverage shall not exclude the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. Said pollution liability policy shall include and list as “Additional Insured” the VILLAGE and the VILLAGE’s council members, officials, officers, agents and employees; the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Proposer shall obtain all necessary endorsements to support these requirements. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	Each Claim
\$ 2,000,000	Annual Aggregate

22.5 General Insurance Requirements.

22.5.1 The VILLAGE and the VILLAGE’s council members, officials, officers, agents and employees shall be included as an “Additional Insureds” on the policies listed in this Section 22.

22.5.2 The maximum permissible deductible for any of the policies listed in this Section 22 shall be \$25,000 per claim. The payment of any amount owed under any deductible shall be the sole responsibility of the CONTRACTOR and CONTRACTOR shall pay on behalf of the VILLAGE or the Village’s council members, officials, officers, agents and employees any deductible applicable to a claim against the VILLAGE or the Village’s council members, officials, officers, agents and employees.

22.5.3 The insurance provided by the CONTRACTOR shall apply on a primary basis and non-contributory basis. Any insurance maintained by the VILLAGE shall be excess of, and shall

not contribute with, the insurance provided by the CONTRACTOR.

22.5.4 The insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a deductible. The CONTRACTOR shall be required to provide the VILLAGE with a secured letter of credit or bond, in a form acceptable to the Village Attorney to cover any deductibles.

22.5.5 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under the Agreement or otherwise.

22.5.6 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement. Certificates of Insurance must be completed as follows:

Certificate Holder

Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Additional Insured for Commercial General Liability

Islamorada, Village of Islands and its Council members, officials, officers and employees

All companies providing insurance shall be authorized to do business in the State of Florida and rated B+:VI or better by Best's Key Rating Guild, latest edition. No change or cancellation of this insurance shall be made without 30 days prior written notice to the VILLAGE.

23. Events of Default by CONTRACTOR. Each of the following events or conditions shall constitute an "Event of Default" by CONTRACTOR for the purposes of this Agreement:

23.1 Any failure by CONTRACTOR to perform or comply with any material terms and conditions of this Agreement.

23.2 Filing by or against CONTRACTOR or the Performance Bond surety of a bankruptcy, receivership, assignment for the benefit of creditors, liquidation, dissolution, composition or reorganization petition, or other insolvency proceeding.

23.3 Failure by CONTRACTOR to provide Collection Services for a period of three (3) consecutive days, excluding Sundays, Holidays and national disasters.

23.4 Complaints constituting verified deviations from CONTRACTOR's duties or obligations under this Agreement in any calendar month in excess of ten (10) per month.

23.5 Not resolving legitimate complaints of missed Collection Services within the time frame specified, six (6) or more times in any calendar month.

23.6 If any representation or warranty furnished by CONTRACTOR in this Agreement is found to be false or misleading in any material respect.

23.7 Sale or assignment of the franchise rights provided by this Agreement to a third party without the VILLAGE's prior written consent, which may be withheld for any reason.

23.8 Refusal of CONTRACTOR to allow inspection or review of records.

23.9 Failure to timely provide the annual report or audited financial statement.

24. Remedies Upon Default by CONTRACTOR; Termination. In the event of Default by CONTRACTOR, the VILLAGE may, without election of remedies:

24.1 Without recourse to legal process, immediately terminate this Agreement by delivery of a written notice of Termination to CONTRACTOR.

24.2 Seek recovery on the Performance Bond.

24.3 Exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and owing to the VILLAGE, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy, and/or for specific performance.

25. Representations and Warranties of CONTRACTOR. CONTRACTOR warrants and represents to the VILLAGE that:

25.1 It understands that at certain times during the year, the quantity of Solid Waste to be disposed of is materially increased by the influx of visitors. CONTRACTOR agrees that seasonal fluctuation shall not be justification for CONTRACTOR to fail to maintain the Regular Schedules or to justify a rate increase.

25.2 All Solid Waste collected by CONTRACTOR under this Agreement shall be disposed of at a duly licensed and permitted Solid Waste Disposal Facility.

25.3 All Recyclable Materials collected by CONTRACTOR under this Agreement shall be recycled at a duly licensed and permitted Recovered Materials Recycling Facility.

25.4 CONTRACTOR has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

25.5 CONTRACTOR's execution, delivery, and performance of this Agreement have been duly authorized by, or is in accordance with, its instruments of creation and organization, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid and binding obligations.

25.6 CONTRACTOR's execution, delivery, and performance of this Agreement shall not result in a breach of violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

25.7 CONTRACTOR has not received any notice, nor to the best of its knowledge is there pending or threatening any notice, or any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

25.8 CONTRACTOR has, or shall have, under its control at the date of commencement of Collection Services under this Agreement, or will acquire as require in this Agreement, all Collection Equipment, personnel and Solid Waste Disposal Facility necessary to perform under this Agreement.

26. Compliance with Law. CONTRACTOR shall perform its obligations hereunder in compliance with any and all applicable Federal, State, County, VILLAGE and local laws, rules, and

regulations, in accordance with sound safety practices, and in compliance with any and all rules of the Village. CONTRACTOR shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder prior to beginning of providing Collection Services.

27. Taxes, Liens and Fees. At all times during the existence of this Agreement, CONTRACTOR shall pay on or before the due date all taxes, fees, and assessments which may be levied upon or in respect of the Collection Equipment, or its operation, including but not limited to commercial personal property taxes, sales taxes, and intangible taxes, and CONTRACTOR shall pay on or before the due date any other charge of any character which may be imposed or incurred by any public authority as an incident to title to, ownership of, or operation of the Collection Equipment. In the event that any lien or encumbrance of any nature relating to CONTRACTOR's Collection Equipment or the operation or maintenance thereof is filed upon the VILLAGE, CONTRACTOR shall have thirty (30) days from the date of written notice by VILLAGE to have such lien or encumbrances bonded off or discharged.

28. Access to Books and Records/Audit. CONTRACTOR shall maintain adequate records of all Collection Services. The Village Manager or his/her designee shall have the right to audit, inspect and review all records, including, but not limited to, the customer list and Complaint Register pursuant to this Agreement, maintained by CONTRACTOR at all times during which the office is open. On a monthly basis, CONTRACTOR shall provide to the VILLAGE the previous month's volume of Recyclable Materials collected under this Agreement. An annual audit of CONTRACTOR's books and records by an in-house certified public accountant prepared in accordance with generally accepted accounting principles, pertaining to the calculation of the Franchise Fee paid under this Agreement in the Service Area shall be delivered to the VILLAGE no later than December 1st of the year following the fiscal year.

If the results of any audit performed by the VILLAGE indicates that the CONTRACTOR has billed for services not performed, has improperly calculated revenue or owes additional Franchise Fees to the VILLAGE, or if an audit reveals discrepancies in billing or payment of Franchise Fees to the VILLAGE, the CONTRACTOR shall within 30 days of receipt of a request from the VILLAGE, provide backup satisfactory to the Village Manager, credit the VILLAGE on its next monthly billing or repay such funds to the VILLAGE. In the event that the CONTRACTOR does not provide the required

documentation, credit or repayment to the VILLAGE within 30 days, the VILLAGE may withhold the amount of the discrepancy as calculated by the VILLAGE from subsequent payments due to the CONTRACTOR until the discrepancy is resolved to the satisfaction of the Village Manager.

29. Public Awareness Program.

29.1 CONTRACTOR shall assist the VILLAGE with a Public Awareness Program by distributing door hangers, stickers, flyers or other media to Residential and Commercial Customers as requested by the VILLAGE. CONTRACTOR shall provide annually a written program, to the Village Manager, explaining intended engagement schedule.

29.2 The public shall also be notified of Commercial Recycling Services through CONTRACTOR's initiative through special recycling events, Hazardous Waste disposal events, workshops, educational forums and symposiums and other activities, as needed.

29.3 CONTRACTOR shall provide information and education to Residential and Commercial Customers on an annual basis in order to increase the VILLAGE's public awareness (newspaper, radio, websites) as well as educational outreach to promote these services and shall conduct complimentary waste audits for interested Commercial Customers. CONTRACTOR shall include in the Annual Report proof of informational/educational outreach efforts.

29.4 The CONTRACTOR shall produce and distribute one brochure by mail to each Residential Customer each October, at the CONTRACTOR's expense, which shall include a condensed version of the Collection Schedule, and rules and regulations. The brochure shall also include Collection Services information provided by the Agreement with the VILLAGE including the guidelines for collection of Solid Waste, Electronic Waste, Recyclables Materials, and related materials. Further, the brochure shall contain specific examples of well-known consumer products and materials capable of being recycled, which would otherwise be disposed of as Garbage/Rubbish. These brochures and the newspaper ad shall be produced under the direction of and with final approval by the Village Manager prior to publishing. The CONTRACTOR's logo or other identifying information together with a VILLAGE seal shall be displayed on these brochures. The CONTRACTOR shall also provide a full page newspaper ad containing information similar to the brochure two times per year at a minimum in one newspaper with local circulation as approved by the Village Manager.

29.5 The CONTRACTOR shall participate in speaking engagements and attendance at local homeowners and condominium association meetings, public and private schools board meetings, and business and civic association meetings for presentation and distribution of educational brochures or other materials as deemed necessary by the Village Manager at the CONTRACTOR's expense through the duration of the Agreement. CONTRACTOR shall list in the Annual Report dates and locations of speaking engagements.

30. Notices and Changes of Address. Unless otherwise provided for in this Agreement, all notices, demands, requests and other communications required under this Agreement may be given orally (either in person or by telephone) if confirmed in writing within twenty-four (24) hours thereafter, by facsimile or in writing delivered by hand or mail and shall be conclusively deemed to have been received if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address set forth below in this section of this Agreement. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

The VILLAGE should be addressed as follows:

Islamorada, Village of Islands

Attn : Village Manager

86800 Overseas Highway

Islamorada, Florida 33036

With a required copy to:

Islamorada, Village of Islands

Attn: Village Attorney

Islamorada Village of Islands

86800 Overseas Highway

CONTRACTOR should be addressed as follows:

With a required copy to:

31. No Waiver. The failure of CONTRACTOR or the VILLAGE to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's rights to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of CONTRACTOR or the VILLAGE.

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

32.1 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;

32.2 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;

32.3 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

32.4 Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

33. E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

34. Scrutinized Companies.

34.1 CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, 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.

34.2 If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

34.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

34.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

35. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

36. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

37. Assignment. CONTRACTOR shall not assign, sell, transfer or dispose of the franchise rights or obligations granted by this Agreement in any manner whatsoever without the express prior written consent of the VILLAGE. The VILLAGE shall have the full discretion to approve or deny, with or without cause, any proposed sale, transfer, or assignment by CONTRACTOR. Any assignment, sale or transfer of this Agreement made by CONTRACTOR without the express written consent of the VILLAGE shall be grounds for the VILLAGE to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. This Agreement shall be deemed immediately terminated as of the date of such notice, and upon such termination all liability of the VILLAGE under this Agreement to CONTRACTOR shall cease, and the VILLAGE shall have the right to call the Performance Bond and shall be free to negotiate with any other person or company for Solid Waste Collection Services in the Service Area which is the subject of this Agreement. In the event the VILLAGE agrees to an assignment, sale or transfer of the franchise, the assignee shall fully assume all the liabilities and obligations of CONTRACTOR under this Agreement.

38. Complete Agreement. This Agreement, when executed, together with the Exhibits attached hereto, as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified, or terminated except by writing signed by the parties hereto.

39. Proposal and Agreement Incorporated by Reference. The VILLAGE's Request for Proposals for Solid Waste Collection Services, together with all addenda thereto, and CONTRACTOR's response thereto are hereby incorporated by reference into this Agreement. In construing the rights and obligations between the parties, the order of priority in case of conflict between the documents shall be as follows:

- 39.1 This Agreement;
- 39.2 The Proposal as Addended; and
- 39.3 Request for Proposal.

40. Independent Parties. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between VILLAGE and CONTRACTOR, a partnership or joint venture, a principal agent relationship, or any relationship other than independent contractor.

41. Force Majeure. The performance of any act by the VILLAGE or CONTRACTOR hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided. In such event the VILLAGE shall have the right to provide substitute service from third party contractors or VILLAGE forces. The VILLAGE may withhold payment due CONTRACTOR for any period of time the CONTRACTOR does not perform services due to Force Majeure. If the condition of Force Majeure exceeds a period of seven (7) days, the VILLAGE may at its sole option and discretion, cancel or renegotiate this Agreement.

42. Time is of the Essence. Time is of the essence with respect to each and every term and condition of this Agreement.

43. Amendment. The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change of this Agreement shall be valid and effective, unless both parties execute a written amendment evidencing their agreement.

44. Attorneys' Fees. If the VILLAGE or CONTRACTOR incur any expenses in enforcing the terms of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable attorneys' fees and costs.

45. Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors, and assigns may require.

46. Counterparts. This Agreement and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

47. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

48. Governing Law/Waiver of Jury Trial. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in the Upper Keys Division of the Circuit Court of Monroe County, Florida. Each party knowingly and irrevocably waives its right to a trial by jury for any and all actions that might arise out of this Agreement.

([REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this instrument on the date first above written.

VILLAGE:

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

By: _____
_____, Village Manager

ATTEST

Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY

Village Attorney

Witnesses:

Print Name: _____

Print Name: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____



Council Communication

To: Mayor and Village Council
From: Kristiana Patience, Public Works Coordinator
Date: June 8, 2023
SUBJECT: **Resolution Approving and Ratifying FY 2022-2023 Purchases from KBVacuum and DoneRite Pumps - TAB 10**

Background:

Pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, the Village Manager has the authority to make purchases or enter into contracts for purchases of materials, supplies, equipment, improvements, or services where the total amount expended is less than \$25,000.00 and the aggregate total for any single vendor in any single year is less than \$25,000.00. Purchases of or contracts for purchases of materials, supplies, equipment improvements, or services where the total amount expended is \$25,000.00 or more shall be awarded by the Village Council. Purchases arising because of emergencies are exempt from Village Council approval. However, the Village Manager must notify each Council Member of the type and amount of the emergency purchase within 24 hours.

KB Vacuum Pump Solutions, LLC. ("KB Vacuum") and Donerite Pumps, Inc., are two vendors that the Village's Wastewater Department utilizes for purchase of vacuum pump and sewage pump replacements, for pump repairs and maintenance, and for purchases of oil for the vacuum pumps. The Wastewater Department decides which vendor to engage based on needs at the time and availability of equipment or supplies.

Analysis:

From the beginning of Fiscal Year 2022-2023, through May 16, 2023, the Village has paid \$38,700.00 to KB Vacuum, and the Village has paid \$27,201.00 to Donerite Pumps. Exhibit "A" to the attached Resolution provides detail of these purchases. Most of the costs were incurred for emergency pump replacements at the NPK Pump Station. The Wastewater Department estimates that an additional \$50,000.00 in purchases from KB Vacuum and \$50,000.00 from Donerite Pumps may be needed through the end of the fiscal year. Staff seeks Council approval of the additional purchases, if needed.

The attached Resolution would ratify the purchases incurred through May 16, 2023, in the amount of \$38,700.00 from KB Vacuum and in the amount of \$27,201.00 from Donerite Pumps. The Resolution would also approve \$50,000.00 in additional purchases from KB Vacuum and Donerite Pumps through the remainder of FY 2022-2023.

Budget Impact:

The Village's FY 2022-2023 approved budget for the Wastewater Enterprise Fund includes \$225,000.00 for Operating Supplies, \$530,000.00 for Repair and Maintenance expenses, and \$200,000.00 for Infrastructure for Capital Outlay. Purchases from KB Vacuum and Donerite Pumps would be coded to these accounts as appropriate.

Staff Impact:

No change in staffing levels would occur as a result of passage and adoption of the attached Resolution.

Recommendation:

Staff recommends approval and adoption of the attached Resolution thereby authorizing and ratifying the above-described purchases from KB Vacuum and Donerite Pumps.

Attachments: 1. Resolution
 2. Attachment A

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RATIFYING PURCHASES FROM KB VACUUM PUMP SOLUTIONS, LLC., AND FROM DONERITE PUMPS FOR FY 2022-2023 THROUGH MAY 16, 2023; AUTHORIZING ADDITIONAL PURCHASES THROUGH THE END OF FY 2022-2023; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of development and maintenance of its central wastewater collection and transmission system, Islamorada, Village of Islands (the "Village"), purchases pumps, oil and pump repair services from KB Vacuum Pump Solutions, LLC. ("KB Vacuum"), and from Donerite Pumps on as-needed and emergency basis; and

WHEREAS, the Village has paid KB Vacuum \$38,700.00, and the Village has paid Donerite Pumps \$27,201.00 in FY 2022-2023 through May 16, 2023 (Exhibit "A"); and

WHEREAS, the Village estimates it will need to make an additional \$100,000.00 in purchases from KB Vacuum and Donerite Pumps through the remainder of FY 2022-2023, which ends on September 30, 2023; and

WHEREAS, pursuant to Section 2-327 of the Village's Code of Ordinances relating to the Village's purchasing guidelines, purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended to a single vendor in any single year is \$25,000.00 or more shall be awarded by the Village Council; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that ratification of purchases from KB Vacuum and from Donerite Pumps at Exhibit "A" and approval of additional purchases from these two vendors in the amount of \$50,000.00 each through fiscal year ending September 30, 2023, and waiver of competitive bidding for the

purchases are 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 Expenses. The Village Council hereby approves and ratifies the following: 1) purchases in FY 2022-2023 through May 16, 2023, in the amount of Thirty-eight Thousand Seven Hundred and 00/100 Dollars (\$38,700.00) from KB Vacuum; 2) purchases of Twenty-seven Thousand Two Hundred One and no/100 Dollars (\$27,201.00) from Donerite Pumps; and 3) an additional Fifty Thousand and no/100 Dollars (\$50,000.00) each in parts and services from KB Vacuum and from Donerite Pumps through September 30, 2023.

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 purchases.

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 purchases.

Section 5. Waiver of Competitive Bidding. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive bidding provisions of the Village Code for these purchases.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.
Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED ON THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Islamorada, Village of Islands

Vendor History Report

By Vendor Name

Posting Date Range 10/01/2022 - 05/16/2023

Payment Date Range -

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description			Amount		Account Number		Account Name	Dist Amount					
Vendor Set: 01 - Vendor Set 01								27,201.00	0.00	0.00	0.00	27,201.00	27,201.00
1637 - DONERITE PUMPS, INC.													
12540	Submersible pump - Emergency Repair			12/29/2022	Y	83090	12/29/2022	14,805.25	0.00	0.00	0.00	14,805.25	14,805.25
	Submersible pump - Em	0.00	0.00	14,805.25		402-1500-535-46	Repair & Maintenance	14,805.25					
13085	Wilo Submersible Pump Emergency Repair			4/27/2023	Y	83950	4/27/2023	12,395.75	0.00	0.00	0.00	12,395.75	12,395.75
	Wilo Submersible Pump	0.00	0.00	12,395.75		402-1500-535-46	Repair & Maintenance	12,395.75					
Vendors: (1) Total 01 - Vendor Set 01:								27,201.00	0.00	0.00	0.00	27,201.00	27,201.00
Vendors: (1) Report Total:								27,201.00	0.00	0.00	0.00	27,201.00	27,201.00



Islamorada, Village of Islands

Vendor History Report By Vendor Name

Posting Date Range 10/01/2022 - 05/16/2023

Payment Date Range -

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number		Account Name	Dist Amount					
Vendor Set: 01 - Vendor Set 01													
1039 - KB VACUUM PUMP SOLUTIONS, LLC													
745	Vacuum pump oil - lan drained oil dry			10/13/2022		82502	10/13/2022	38,700.00	0.00	0.00	0.00	38,700.00	38,700.00
	Vacuum pump oil - lan c	0.00	0.00	10,200.00		402-1500-535-52	Operating Supplies	10,200.00	0.00	0.00	0.00	10,200.00	10,200.00
760	Emergency Pump Repair - Vacuum pump c			11/23/2022		82831	11/23/2022	9,500.00	0.00	0.00	0.00	9,500.00	9,500.00
	Emergency Pump Repai	0.00	0.00	9,500.00		402-1500-535-46	Repair & Maintenance	9,500.00					
761	Emergency pump repair - Vacuum pump e			11/23/2022		82831	11/23/2022	19,000.00	0.00	0.00	0.00	19,000.00	19,000.00
	Emergency pump repair	0.00	0.00	19,000.00		402-1500-535-46	Repair & Maintenance	19,000.00					
Vendors: (1) Total 01 - Vendor Set 01:								38,700.00	0.00	0.00	0.00	38,700.00	38,700.00
Vendors: (1) Report Total:								38,700.00	0.00	0.00	0.00	38,700.00	38,700.00